

ATTACHMENT 3

CONSTRUCTION INSPECTOR DUTIES AND PERFORMANCE

1.0 Purpose:

To provide the Judicial Council of California, Judicial Branch Capital Program Office project managers, Architects, and construction contractors clarification of the duties of Judicial Council contracted on-site inspectors of record (Project Inspector) and the Judicial Council staff construction inspectors, as required to ensure performance under the California Administrative Code (California Code of Regulations, Title 24).

2.0 Glossary:

- 2.1 “Activity Hazard Analysis” means a written plan that will define the activities being performed and identify the sequences of work, specific hazards anticipated, site conditions, materials and control measures to be implemented to eliminate or reduce each hazard associated with a specific work activity or sequence.
- 2.2 “Architect” means collectively the architect(s), engineer(s), and other professional consultant(s) under contract to the Judicial Council as the designer of record responsible for the preparation and coordination of the drawings and technical sections for the project and to provide design and construction documentation, and construction administration services for the project. Individuals shall be appropriately licensed to practice in the State of California.
- 2.3 “Authorities Having Jurisdiction” includes the California State Fire Marshal for fire and life safety; the California State Architect for accessibility; the Board of State and Community Corrections, formerly the Construction Corrections Standard Authority, for detention facilities.
- 2.4 “Construction Contractor” means the firm that has entered into an agreement with the Judicial Council to construct the project in conformance with the construction documents as defined in its contract with the Judicial Council. Firms and individuals shall be appropriately licensed to perform work in the State of California.
- 2.5 “Continuous Inspection” means the full-time observation of work requiring special inspection by a Project Inspector who is continuously present in the area where the work is being performed.
- 2.6 “Inspection” means inspection of selected materials, equipment, installation, fabrication, erection or placement of components and connections, to ensure compliance with approved construction documents and referenced standards as required by applicable codes or its referenced standards.
- 2.7 “Inspection Plan” means a written plan provided to the Project Inspector of those portions of the project that will be inspected on a Continuous Inspection basis versus a Periodic Inspection Basis, The Inspection Plan will be provided to the Project Inspector after it has been developed following consultation between the Judicial Council, the Architect, and the Contractor.
- 2.8 “Inspection Request” means a written request made by the Construction Contractor, utilizing a Judicial Council provided form, for the Project Inspector to complete an inspection of construction work in progress as required under the Inspection Plan.
- 2.9 “On Site Project Manager” (OSPM) means the independent contractor employed by the Judicial Council to provide on project site representation to ensure control of the scope of the work; project scheduling; optimum use of design and construction firm’s skills and talents; avoidance of delays, changes, and disputes; and enhancing project design and construction quality. The OSPM is responsible exclusively to the Judicial Council and acts in the Judicial Council's interests throughout each stage of the project.
- 2.10 “Periodic Inspection” means the intermittent observation of work requiring inspection by a Project Inspector who is present in the area where the work has been or is being performed and at the

completion of the work. All work requiring inspection shall remain accessible and exposed until approved by the Project Inspector.

- 2.11 “Project Inspector” means the person or firm contracted with by the Judicial Council for the purpose of carrying out the requirements of this Procedure and its appendices.
- 2.12 “Project Manager” means a person(s) employed or hired by Judicial Council in-charge of the overall project.
- 2.13 “Quality” means the degree to which the project and its components meet the Judicial Council’s expectations, objectives, standards, intended purpose, as determined by measuring conformity of the project to the plans, specifications, and applicable standards and codes.
- 2.14 “Quality Assurance” means the application of planned systematic methods to verify that the work is being conducted in conformity with the quality standards required and in conformance with the California Building Code, and the contract documents. Quality Assurance is provided by the Judicial Council.
- 2.15 “Quality Assurance Manager” means the person employed by the Judicial Council in charge of its construction Quality Assurance program.
- 2.16 “Quality Control” means the review, certification, inspection, and testing of project components, including persons, systems, materials, documents, techniques, and workmanship to determine whether or not such components conform to the plans, specifications, applicable standards, codes, and project requirements. The Construction Contractor provides Quality Control over all portions of their work, including their subcontractors.
- 2.17 “Special Inspection” means the careful and thorough examination and documentation of a specific construction procedure (e.g. welding, masonry placement, etc.) for a project. Note that material identification and other related responsibilities are also generally a part of the special inspector’s duties.
- 2.18 “Special Inspector” means specially qualified individuals employed by an Judicial Council approved testing laboratory, or hired directly by the Judicial Council to perform special Inspection work as specifically defined in a scope of work specified by the Architect and/or required by applicable code. The Project Inspector may act in the capacity of the Special Inspector if properly qualified and with the consent of the Judicial Council.
- 2.19 “Staff Construction” Inspector means the person employed by the Judicial Council who from time to time will oversee the work of the Project Inspector as more fully described in section 12.0 of this Procedure.

3.0 Required Duties of the Project Inspector

- 3.1 The Project Inspector(s) will in consultation and with the approval of the Judicial Council, designate one or more qualified individuals to perform specific duties in accordance with this procedure.
- 3.2 If more than one Project Inspector is needed at a single project site the inspection firm, will in consultation and with the approval of the Judicial Council, designate one Project Inspector as the “Lead Project Inspector”.
 - 3.2.1 If a Lead Project Inspector has been designated that person will be responsible to ensure the requirements of this procedure are followed on the project site and manage the assignments of his/her subordinate inspectors.
- 3.3 The Project Inspector acts under the direction of the Quality Assurance Manager, or his or her designee, within the Judicial Branch Capital Program Office (Capital Program Office) Quality Compliance Unit.
- 3.4 The Project Inspector will coordinate, consult, and communicate with the Project Manager, and the Judicial Council’s on-site representative if different from the Project Manager (on an established basis).

- 3.5 With the exception of a circumstance involving immediate danger to life or property, the Project Inspector does not have the authority to direct the Construction Contractor in the execution of the work, nor to stop the work of construction
 - 3.5.1 Should the Project Inspector stop work due to damage to life or property, the Project Inspector shall immediately notify the OSPM who will be responsible to make further notifications within the Judicial Council management hierarchy.
- 3.6 The Project Inspector's responsibilities include:
 - 3.6.1 A thorough understanding of all requirements of the construction documents.
 - 3.6.2 Timely review of all approved changes made to construction documents throughout the construction process.
 - 3.6.3 Inspection of the construction work in progress, in accordance with the Project Inspection Plan for compliance with the requirements of the approved construction documents.
 - 3.6.4 Identification, documentation, and reporting of deviations in the construction from the requirements of the approved construction documents and applicable code.
 - 3.6.5 Submittal of verified reports on forms provided by the Judicial Council.
 - 3.6.6 Participation in all final inspections and preparation of rework items lists.
 - 3.6.7 At the conclusion of inspection services on the Project any outstanding deviations must be noted on the Final Verified Report.
- 3.7 The Project Inspector is responsible to pre-inspect for all jurisdictional and special inspections prior to calling and scheduling the inspection with the jurisdiction having authority.
- 3.8 The Project Inspector will perform Continuous or Periodic inspection as established under the Project Inspection Plan developed under Section 7.0 of the Project Inspector Duties and Performance Procedure.
 - 3.8.1 Continuous inspection means the full-time observation of work requiring special inspection by a Project Inspector who is continuously present in the area where the work is being performed.
 - 3.8.2 Periodic Inspection means the intermittent observation of work requiring inspection by a Project Inspector who is present in the area where the work has been or is being performed and at the completion of the work. All work requiring special inspection shall remain accessible and exposed until approved by the Special Inspector.
- 3.9 The Project Inspector is prohibited from performing functions associated with actual construction work such as:
 - 3.9.1 Performing construction work,
 - 3.9.2 Ordering or purchasing materials,
 - 3.9.3 Directing the work of the Construction Contractor, subcontractor(s), volunteer labor, or any entity performing construction work,
 - 3.9.4 Coordinating or scheduling the construction work,
 - 3.9.5 Performing Quality Control of construction. Quality Control is the responsibility of the Construction Contractor. Quality Assurance is the responsibility of the Judicial Council and its inspectors.

4.0 Project Inspector's Job File:

- 4.1 The Project Inspector shall coordinate with the OSPM to ensure that the following records are maintained at the job site during construction, in an organized and readily accessible electronic or

paper file (collectively the Job File). It is not necessary that both the Project Inspector and the OSPM maintain the documents only that they are available to both parties:

- 4.1.1 Approved (stamped and initialed) plans and specifications (printed copy).
 - 4.1.2 A copy of the Inspection Plan.
 - 4.1.3 Approved submittals as required by approved plans (printed copy).
 - 4.1.4 Project addenda and change orders.
 - 4.1.5 Construction change documents with a log of all construction changes.
 - 4.1.6 Copies of Construction Contractor submittals (construction schedules, shop drawings, certificates, product labels, concrete trip tickets, etc.).
 - 4.1.7 Communication log referencing all project construction related communications, such as Construction Contractor's requests for information (RFI) and Architect's supplemental instructions, and project related meeting minutes and/or notes.
 - 4.1.8 Inspection Requests, Correction Notices, and Notices of Non-Compliance with logs (summary record) including resolution status for each deviation.
 - 4.1.9 Evidence of continuous or periodic inspection, such as daily inspection reports.
 - 4.1.10 Materials testing and special inspection reports.
 - 4.1.11 Judicial Council, State Fire Marshal, and Board of State and Community Corrections field trip notes from prior visits with copies provided to the Architect, Construction Manager and Project Manager indicating resolution of each field trip note item requiring action.
 - 4.1.12 Applicable California Building Standards Codes (Title 24): Part 1 (Administrative Code); Part 2, Volumes 1 and 2 (Building Code); Part 3 (Electrical Code); Part 4 (Mechanical Code); Part 5 (Plumbing Code); Part 6 (Energy Code), Part 9 (Fire Code), and Part 11 (Green Code). The code edition must be as referenced on the approved plans and specifications. The Project Inspector should have access to applicable structural referenced standards, as needed for particular project inspection activity. Structural Standards are referenced in Chapter 35, CBC, Title 24 Part 2 Vol 2 of 2.
 - 4.1.13 Applicable NFPA Standards (NFPA is referenced in Chapter 35 of the CBC)
 - 4.1.14 Construction Contractor's Project Site Safety Program
 - 4.1.15 Inspector generated Inspector's Request for Clarification (IRFC)
 - 4.1.16 Bulletins and Architect's Supplementary Instructions issued by Architect
 - 4.1.17 Quality Control documentation generated by the Construction Contractor.
 - 4.1.18 Copy of State Fire Marshal on site inspection records and daily reports.
- 4.2 The Job File records listed above may be maintained in paper (i.e. hard copy) and/or electronic format, unless otherwise specified above. Appendix 1 – Guidelines for Completion of Project Inspector's Daily Report provides guidance for required record-keeping. At the completion of the project, the Project Inspector shall transfer the Job File, with the exception of building codes and reference standards, to the Judicial Council, which shall maintain the Job File as part of the permanent Judicial Council records.

5.0 Project Inspector's Comprehension of the Construction Documents

- 5.1 The inspector must study and fully comprehend the requirements of the construction documents in order to provide competent inspection of the work. It is necessary for the inspector to possess a thorough understanding of the requirements of the plans and specifications before that portion of the work is performed.
- 5.2 The inspector must:

- 5.2.1 Consult with the responsible Architect(s), via a written memorandum or email to resolve any uncertainties in the inspector's comprehension of the plans and specifications prior to construction of that portion of the work.
 - 5.2.2 Review requirements for each phase of the construction with the Construction Contractor prior to commencing that phase of the work. Good communications will prevent construction errors from occurring.
 - 5.2.3 Readily identify non-compliant work as the construction progresses, to facilitate prompt corrective action.
 - 5.2.4 Verify code-compliant implementation of the materials testing and special inspection program.
- 5.3 The Project Inspector must direct any IRFC's regarding document interpretation to the Architect with a copy to the Construction Contractor, the Judicial Council Project Manager, and the Construction Manager.

6.0 Inspection of the Work

- 6.1 Inspection means complete and timely inspection of the work on either a Continuous Inspection or Periodic Inspection basis as determined in the Inspection Plan and periodic consultation with the Architect, the Project Manager, and the Construction Manager charged with the administration of the construction of the Project. The Judicial Council requires prompt inspection of the work as it progresses. The Judicial Council also requires that prompt notification be made to the Construction Contractor of any deviation, so that the deviation can be immediately corrected.
- 6.2 The Lead Project Inspector must have personal knowledge of the construction, obtained through a Project Inspector's own physical inspection of the work in all stages of its progress.
- 6.3 When a Special Inspectors or approved assistant Project Inspectors are used on a project, the Lead Project Inspector's personal knowledge may include that knowledge obtained from these individuals. The Lead Project Inspector must keep a log of time spent on the project site by all inspectors.

7.0 Records of Inspections

- 7.1 The Project Inspector must maintain detailed records of all Inspection Requests. The inspector's records must provide a comprehensive and timely documentation of the inspected work, promptly identifying all compliant and non-compliant construction. These records must be readily accessible and maintained in an organized manner.
- 7.2 The following is a list of the Inspection records that must be maintained at the job site:
 - 7.2.1 A systematic record of those materials and assemblies delivered to the Project site that according to the Project Inspection Plan require an inspection before being incorporated into the work, e.g. switch gears, chillers, boilers, air handling units and other high value components with long lead times for replacement.
 - 7.2.2 A systematic record of the Inspection of all work required by code and the construction documents. This may be provided through the Inspection Request process or the Project Inspector's process management system. The inspector must also record the resolution of reported deviations through the Inspection Request process.
 - 7.2.3 Special Inspection Records per Title 24, Part 2, Volume 2, such as concrete placement operations, welding operations, pile penetration blow counts, and other records as specified on the approved construction documents.
 - 7.2.4 Copy of the Daily Report that includes Project Inspector's and assistant Project Inspector's time spent at the Project site, or with the prior approval of the Staff Construction Inspector

at an off project site where Inspection is required. The time should be reported on the Daily Report and the Monthly Document Log.

- 7.2.5 Construction procedure records. The Project Inspector shall keep a record of certain phases of construction procedure including, but not limited to, the following:
 - a. Concrete placing operations. The record shall show the time and date, and ambient temperature/weather conditions of placing concrete and the time and date of removal of forms in each portion of the structure.
 - b. Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
 - c. Pile driving operations. The record shall include penetration under the last 10 blows for each pile when piles are driven for foundations.
- 7.2.6 Construction project log. The inspector shall maintain construction logs on site at all times including, but not limited to, the following:
 - a. A log of all deviation notices. The log shall reference all applicable details and specification sections related to nonconforming materials and workmanship including field change documents, change orders, addenda and deferred approvals. The log shall describe all corrective actions taken whether performed in accordance with Judicial Council approved documents or not, the current status of each deviation issue and the resolution for each issue.
 - b. Copies of all deviation notices, daily reports, test reports, special inspection reports, RFI's and IRFC's, responses to RFI's and IRFC's, interpretations and clarifications from the Architect, and other applicable documents required to provide a complete record of the construction.
- 7.2.7 All such records shall be kept on the project site until the completion of the work and shall be readily accessible to Judicial Council personnel during site visits. These records shall be made a part of the permanent project records.

8.0 Communications Required of the Project Inspector

- 8.1 The Project Inspector must maintain records of all communications. These records must be readily accessible and maintained in an organized manner. The date and recipients of all communications must be clearly indicated.
- 8.2 The Project Inspector is required to provide the following communications during the course of a construction project:
 - 8.2.1 Notify and schedule the State Fire Marshall when construction elements are ready for inspection
 - 8.2.2 Notify the Board of State and Community Corrections when holding cells are ready for inspection
 - 8.2.3 Submit daily and monthly activity reports on forms provided by the Judicial Council
 - 8.2.4 Submit daily site safety reports
- 8.3 The Project Inspector shall provide to the following notices:
 - 8.3.1 Notifications shall be made by in writing (e-mail is acceptable).
 - 8.3.2 Correction Notices. When the Project Inspector identifies deviations from the approved plans and specifications, the Project Inspector must verbally notify the Construction Contractor. If the deviation is not immediately corrected, the Project Inspector is required to promptly issue a written Correction Notice to the Construction Contractor, with a copy sent to the Architect and the Project Manager. The status and resolution of all Correction Notices must be tracked on a log.

- 8.3.3 Notice of Non-Compliance. When a Project Inspector finds work that is in progress or is complete and is found to be defective or nonconforming in a material respect, a Notice of Non-Compliance shall be issued after verbally notifying the Construction Contractor. The Project Inspector shall notify the following parties, immediately in writing, of the Notice of Non-Compliance the Construction Contractor, the Architect, the Judicial Council field representative, the Project Manager, and the Staff Construction Inspector. The status and resolution of all Notice of Non-Compliance must be tracked on a log.
- 8.3.4 Daily Reports The Project Inspector shall submit daily reports on a form provided by the Judicial Council directly to Quality Assurance Manager as more specifically stipulated in Appendix A to this procedure.
- 8.3.5 Final Verified Reports. When any of the following occurs, a Final Verified Report shall be submitted a form provided by the Judicial Council.
 - a. Work on the project is suspended for a period of more than one month.
 - b. The services of the Project Inspector are terminated for any reason prior to completion of the project and such termination is not a result of work stoppage.
 - c. The entire project is complete. (see below instead, this is duplicative of 13.0) Architect
- 8.3.6 Electronic copies of all Daily Reports, Inspection Requests, Correction Notices, and Notices of Non-Compliance shall be emailed to the Judicial Council Quality Manager, or his or her designee.
- 8.3.7 Project Inspector Final Verified Report. The Project Inspector shall make and submit directly Judicial Council Quality Manager the Final Verified Report.

9.0 Inspector's Monitoring of the Materials Testing & Special Inspection Program

- 9.1 The Project Inspector is responsible for monitoring the work of any Special Inspectors and materials testing laboratories to ensure that all materials testing and special Inspections required for the project are satisfactorily completed in accordance with the approved documents.
- 9.2 The Project Inspector must monitor the following aspects of the Materials Testing & Special Inspection Program:
 - 9.2.1 With 48 hours advance notice by an Inspection Request from the Construction Contractor make the necessary arrangement for the materials testing lab and Special Inspectors to perform the required material sampling or special Inspection.
 - 9.2.2 Verify that all required material sampling and special Inspections have been performed. The Project Inspector is also responsible to observe any Special Inspector's on-site presence, performance of duties, and the Special Inspector's documentation of complying and non-complying work.
 - 9.2.3 Receive, review, and approve with a digital stamp all invoices from the Special Inspector before they are sent to the Judicial Council for processing.
 - 9.2.4 Review all materials test and special Inspection reports.
 - 9.2.5 Issue any Notice of Non-Compliance resulting from the findings of the Special Inspector.
 - 9.2.6 Report the status and resolution of deviations reported by any materials testing lab or Special Inspector on daily reports.

10.0 Judicial Council OVERSIGHT

- 10.1 The Judicial Council Construction Inspectors conduct oversight of each project through review of documents and construction site visits. Each site visit typically includes the following:

- 10.1.1 Monitoring of the Project Inspector's administration and documentation of project Inspection activities;
 - 10.1.2 Observation of construction; and
 - 10.1.3 Documentation of site visit findings using Judicial Council field trip notes.
- 10.2 **Job File Review:** The Staff Construction Inspector shall evaluate the Project Inspector's administration of the project through a job file review. The purpose of the job file review is to verify completeness of the Project Inspector's records, communicate with the Project Inspector and responsible Architect, and address any project documentation or other issues during construction to facilitate timely project completion. The job file review is a project record, which is maintained in the Judicial Council project files. Copies are provided to the Project Inspector, the Judicial Council Supervising Construction Inspector, and the Project Manager after completion of each job file review.
- 10.3 **Observation of Construction by Judicial Council:** The Staff Construction Inspector conducts a site walk to make observations as necessary to ascertain that Inspections have been completed diligently. During the site visit, the Judicial Council Construction Inspector may provide guidance to the Project Inspector, as needed, to ensure enforcement of construction documents.
- 10.4 **Judicial Council Field Trip Notes:** At the conclusion of the site visit, the Staff Construction Inspector issues a field trip note to the Project Inspector, with copies to the Project Manager, Construction Manager, and Quality Manager. The field trip note may include informational comments, including construction status and guidance given to the Project Inspector. The field trip note becomes a part of the Judicial Council project records.

11.0 Process Completion Steps and Next Steps

- 11.1 The project inspection process for each project is complete at the time that all of the following are complete:
- 11.1.1 The project has filed its Notice of Completion with the County
 - 11.1.2 All change orders making claim for additional cost or time are closed
 - 11.1.3 All outstanding work, either in the form of a punch list item, or warranty work are closed
 - 11.1.4 The Project Inspector has filed its Final Verified Report
 - 11.1.5 The Project Inspectors Job File has been turned over to, and accepted by, the Judicial Council
 - 11.1.6 The Project Inspector has participated in the formal Lessons Learned Review for the project.
- 11.2 The Project Manager and Staff Construction Inspector will conduct a formal Lessons Learned review that includes representatives of the Architect, the Contractor, and the quality team within 60 days of final completion of the project to discuss and make suggestions on areas of improvement. The minutes of the meeting will be maintained in the Lessons Learned Data Base
- 11.3 The Judicial Council Quality Assurance Manager will issue a Contract Completion Memo to the Project Inspector as the Judicial Council's advice of project completion.

12.0 Dispute Resolution

- 12.1 The purpose of this procedure is to establish a process to apply logical and systematic methods to manage project construction quality. The Judicial Council establishes its right to inspect and test the quality of the work through the terms and conditions of its contract between the Judicial Council and the Construction Contractor. The terms and conditions of the contract between the Judicial Council and the Construction Contractor clearly establish that the responsibility for the quality of the work rests with the Contractor and any inspection or testing done by the Judicial Council is for the Judicial Council's benefit and does not accrue to the benefit of the Contractor.

- 12.2 The Project Inspector is charged with the identification of deviations from the approved plans and specifications on behalf of the Judicial Council. The Project Inspector will notify the Construction Contractor of any such deviations pursuant to section 9.0 of this procedure. The following process will be utilized when the Construction Contractor disagrees with a deviation notice:
- 12.2.1 Should the Construction Contractor agree with the Correction Notice and/or the Notice of Non-Compliance then no further activity is necessary.
 - 12.2.2 Should the Construction Contractor not agree with the Correction Notice and/or the Notice of Non-Compliance then the Construction Contractor shall notify the Project Manager, who shall contact and discuss the deviation notice with the Judicial Council Quality Manager.
 - 12.2.3 The desired outcome of the meeting between the Project Manager and the Judicial Council Quality Manager is to develop a single position concerning any deviation notice that can be communicated to the Construction Contractor. In developing this position the assistance of the Architect and any other available subject matter experts should be utilized.
 - 12.2.4 The Project Manager will communicate the Judicial Council's position to the Construction Contractor as the Judicial Council's representative.
 - 12.2.5 Should the Construction Contractor disagree with the Judicial Council's position the Construction Contractor's may request the matter will be elevated to Capital Program Office Director. Before being considered by the Capital Program Office Director the Architect who shall issue an opinion concerning the matter, which shall be forwarded to the Capital Program Office Director who shall make a final decision.
- 12.3 Disputes concerning Correction Notices and/or the Notices of Non-Compliance can also be resolved under the terms and conditions of the contract between the Judicial Council and the Construction Contractor, which establishes the following Project quality related responsibilities for the Contractor:
- 12.3.1 Maintain a construction quality control program and perform such inspections that will ensure that the work is being performed in conformance with the contract documents.
 - 12.3.2 Maintain complete inspection records and make them available to the Judicial Council.
 - 12.3.3 Notify the Judicial Council in writing, at least 24 hours in advance, of any inspection or testing required of the Judicial Council and its Inspector of Record.
 - 12.3.4 Should work be performed outside of the established hours of construction operations, then the Contractor must provide the Judicial Council with 48 hours advance notice of any inspection or testing required of the Judicial Council and its Inspector of Record.
 - 12.3.5 If work is found to be defective the Contractor shall perform the work as designated by the Judicial Council, and then within the time period established by the terms and conditions of the contract between the Judicial Council and the Contractor provide a written protest of the direction to perform the work.
 - 12.3.6 The resolution of any protest to perform work will be resolved pursuant to the terms and conditions of the contract for construction between the Judicial Council and the Contractor.

Appendix 1 Guidelines for Completion of Project Inspector's Daily Report

1.0 Duties of the Project Inspector

A. Completion:

- 1) Prepare and submit a separate daily report for each and every day of the Project Inspector is at the Project site, or a site directly related to the Project during construction of the project.
- 2) The first report shall be made on the first after the start of construction. For Construction Start date, use the date the Contractor mobilizes on the project site to begin construction (or demolition, if demolition work is included in the project scope and in the approved construction documents).
- 3) Daily reports shall continue until the Final Verified Report is submitted.
- 4) For any buildings occupied prior to completion of the entire project scope, the Project Inspector shall indicate the date of the final verified report filed for each building occupied prior to project completion, and may attach a copy of such report to the daily report.
- 5) For any project with construction suspended, the Project Inspector shall continue filing daily reports. For any project where all work is suspended for more than one month, the Project Inspector may use the daily report to notify Judicial Council of the stoppage, and shall also file a final verified report as required, which may be attached to the daily report.

B. Format & Content:

Use the Daily Report Template provided by the Judicial Council.

C. Distribution:

- 1) The reports shall be addressed to the Judicial Council Construction Inspector assigned to the Project.
- 2) A copy shall be forwarded to the following individuals:
 - a. Judicial Council Project Manager,
 - b. the Architect
 - c. the Contractor,
 - d. Judicial Council Quality Assurance Manager, and
 - e. the Judicial Council inspection administrative coordinator

D. Daily Report Template

Keep the report brief; generally one or two pages in length and include the following:

Date of Report: < date >; Judicial Council File No. < File number >; < Name of Contractor < Name of Architect in Charge >; < Name of Judicial Council on site representative >

- 1) **Construction Work Accomplished:** Include a brief statement of site-work and building construction work performed. List each building or structure on which work was performed, with a brief description of work in progress and work completed. List fabrication work performed off-site.
- 2) **Summary of Materials Testing & Special Inspections Performed:** List any material sampling or special inspections performed on-site or off-site. List any material tests performed on-site.
- 3) **Instructions Received from the Architect(s):** List any documents (including change orders, preliminary change orders, RFI's) or instructions regarding the construction work or materials testing and special inspection program, issued. Record any significant absence of the Project Inspector from the job-site when work is progressing, and approved provision for inspection during this time.

- 4) Problems, Concerns or Unusual Conditions: List any problems, concerns or unusual conditions with the construction work, testing & special inspection program, or assistant inspection work that occurred. Indicate to whom the issue has been directed for review.
 - 5) Outstanding Correction Notices and Notices of Non-Compliance: List any deviation notices that were issued or previously issued and that remain unresolved, by date and brief description.
 - 6) Notices Resolved: List any deviation notices that were resolved on that date and brief description of the deviation.
 - 7) Judicial Council "Field Trip Note(s)" Issued: Indicate the date of the Judicial Council Field Trip Note(s), if any, received that date. Indicate whether or not the Field Trip Note requests any actions by the Architect.
 - 8) Official Site Visitors: List official visitors to the job-site during the time period and whom they represent. Official visitors may include, but not limited to, the responsible Architect, engineering consultants, geotechnical engineer, Judicial Council representatives, state agency representatives, and materials testing laboratory engineer.
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Appendix 2 Observation of Construction by the Architect

Observation by Architect - The Judicial Council requires that the observation of the work of construction, reconstruction, rehabilitation, alteration or addition shall be under the charge of the Architect.

A geotechnical engineer or his or her qualified representative shall perform special inspection of the placement and compaction of fills according to the approved construction documents. The geotechnical engineer shall submit reports of each site visit to the Project Inspector, with copies to the Project Manager and the Architect.

Appendix 3 Special Inspection and Testing

- A. The Architect shall establish the extent of the testing and special inspection program consistent with the applicable codes and needs of the particular project and shall issue specific instructions to the Project Manager, the Project Inspector and the testing facility and Special Inspectors prior to start of construction. The Project Inspector shall also notify Project Manager as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the Judicial Council approved documents.
 - B. Special Inspections
 - 1) Special inspection by inspectors specially approved by Judicial Council may be required on certain types of construction work as described in the approved construction documents.
 - 2) Judicial Council may require Special Inspectors for types of construction in addition to those listed in Chapter 17 of Title 24, Part 2 if found necessary because of the special use of materials or methods of construction.
 - 3) Judicial Council may require Special Inspectors for any off-site fabrication procedures that preclude the complete inspection of the work after assembly.
 - 4) Special Inspectors shall be in the direct employ of the testing laboratory, and if not, subcontractors must be specifically approved by Judicial Council.
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- 5) Special Inspectors may be required to be approved by Judicial Council for each individual project prior to performing inspections. Approval of a Special Inspector's resume and certifications shall be made on a case by case basis.
- 6) A Special Inspector shall have had at least three years experience in construction work or inspection responsibilities on one or more projects similar to the project for which the inspector is applying, shall have a thorough knowledge of the building materials of his or her specialty, and shall be able to read and interpret plans and specifications.
- 7) Judicial Council may require evidence of the proposed inspector's knowledge and experience by successful completion of a written and/or oral examination by the applicant before approval is granted.
- 8) The Project Inspector may perform limited special inspections, with the approval of the Staff Construction Inspector, if the Project Inspector has been specially approved by Judicial Council for such purpose, is certified for such inspections, and has the time available to complete the special inspections in addition to project inspection work.
- 9) The detailed inspection of all work covered performed by a Special Inspector is the responsibility of the Project Inspector.
- 10) The Project Inspector is responsible for the inspection of all plumbing, mechanical and electrical work.
- 11) Construction work that the Special Inspector finds not to be in compliance with the approved plans and specifications, shall be reported immediately to the Project Inspector, the Project Inspector will review the work under question and if found in agreement will then contact the Construction Contractor about the deviated work. If it cannot be corrected immediately the Architect, and the Project Manager shall be notified.
- 12) Special Inspectors shall submit reports the same day to the Project Inspector Project Manager, the Architect the Contractor, and the Project Inspector. Reports of special inspections performed on-site shall be submitted to the Project Inspector on the day the inspections were performed. Reports shall include all special inspections made regardless of whether such inspections indicate that the work is satisfactory or unsatisfactory.
- 13) Special inspection reports shall include a description of all sampling of materials performed and/or witnessed. Reports shall clearly state whether the work was inspected in accordance with the requirements of the Judicial Council approved construction documents for the project. Reports shall also clearly state whether the work inspected met the requirements of the Judicial Council approved construction documents.
- 14) The costs of all special inspections will be paid for by the Judicial Council.
- 15) The acceptance or approval of Special Inspectors may be withdrawn by Judicial Council if the Special Inspector fails to comply with any part of this code or the standards referenced on the approved plans and specifications.

C. Tests

- 1) General. Tests of materials are required as set forth in the applicable regulations. Whenever there is insufficient evidence of compliance with any of the provisions of the code or evidence that any material or construction does not conform to the requirements of the code, Judicial Council may require tests as proof of compliance to be made. Test methods shall be as specified by the California Building Code, the Architect of Engineer, or by other recognized and accepted test standards. If there are no recognized and accepted test methods for the proposed alternate, the Architect shall submit written test procedures for review and acceptance by Judicial Council.
- 2) The Judicial Council will select and contract for a testing laboratory to conduct all required tests and special inspections.
- 3) Performance of tests.
 - a. Test samples or specimens of material for testing shall be taken by a representative of the testing facility. The Project Inspector may, if qualified and other duties permit, be authorized in writing by Judicial Council Quality Manager to sample test specimens.
 - b. In general samples are selected at random; however, if there is reason to believe that specific materials may be defective, sample locations may be selected by the Project Inspector, Architect, or Project Manager or his or her designee. In no case shall the Contractor or vendor select the sample or specimens.
 - c. Sampling, handling, transportation, preparation of samples and testing shall be in accordance with the standards as provided for in the approved plans, specifications and in the applicable building regulations.
 - d. Where a sample has failed to pass the required tests the Architect, subject to the approval of Judicial Council, may permit retest of the sampled material.
- 4) Payments. The Judicial Council will pay for all tests, but if so specified the amount or a portion thereof may be collected from the Contractor by the Judicial Council. When in the opinion of the Architect, additional tests are required because of the manner in which the Contractor executes the work, such tests shall be paid for by the Judicial Council, but if so specified the amount paid may be collected from the Contractor by the Judicial Council. Examples of such tests are: tests of material substituted for previously accepted materials, retests made necessary by the failure of material to comply with the requirements of the specifications, and load tests necessary because certain portions of the structure have not fully met specification or plan requirements.
- 5) Test Reports.
 - a. One copy of all test reports shall be forwarded to Project Manager, the Architect and the Project Inspector by the testing facility within 5 days of the date of the test. Such reports shall include all tests made, regardless of whether such tests indicate that the material is satisfactory or unsatisfactory. Records of special sampling operations as required shall also be reported
 - b. The Project Inspector shall review the test reports and provide the Architect and the Project Manager with recommendations concerning the test results within one working day of receipt of the test reports.
 - c. The reports shall show that the material or materials were sampled and tested in accordance with the requirements of these guidelines and with the approved plans and specifications. In the case of materials such as masonry, concrete or steel, test reports shall show the specified design strength.
 - d. All reports of test results shall also definitely state whether or not the material or materials tested comply with requirements of the plans and specifications. Reports of test results of materials not found to be in compliance with the requirements of the plans and specifications shall be forwarded immediately.

- 6) Final report. Each testing facility shall submit to Project Manager the Architect, and the Project Inspector at the completion of the testing program a final report covering all of the tests and inspections that were required to be made by that facility. Such report shall be furnished any time that work on the project is suspended, or services of the testing lab are terminated, covering the tests up to that time.
- 7) The final report shall be signed, under penalty of perjury, by the California registered engineer charged with engineering managerial responsibility for the testing facility. The report shall indicate that all tests and inspections were made as required by the approved plans and specifications, and shall list any noncompliant tests or inspections that have not been resolved by the date of the report. In the event that not all required tests or inspections were made by the laboratory making this report, those tests or inspections not made shall be listed on the report.

D. Duties of the Project Inspector for Special Inspection and Testing

- 1) General. The Project Inspector shall act as the Judicial Council Quality Assurance Program representative during any special inspections and/or tests
- 2) The Project Inspector may obtain personal knowledge of the work of construction, either on-site or off-site, performed under the inspection of Special Inspectors.
- 3) The Project Inspector may obtain personal knowledge that materials used in the construction conform to the Judicial Council approved documents by verifying test reports performed by accepted testing facilities, verifying materials certifications shipped with the materials, or other means as specified in the Judicial Council approved documents and referenced codes and standards.
- 4) The Project Inspector shall be responsible for monitoring the work of the Special Inspectors and testing laboratories to ensure that the testing program is satisfactorily completed.
- 5) The Project Inspector shall be responsible for supervising the work of all assistant inspectors. The exercise of reasonable diligence to obtain the facts shall be required.

APPENDIX 4 PROJECT SITE SAFETY

A. Project Site Safety Plan

- 1) The Construction Contractor is responsible to develop and enforce the Project Site Safety Plan that is in conformance with federal, State and local laws, rules, regulations and ordinances.
- 2) The Judicial Council has instituted an Owner Controlled Insurance Program (OCIP) at the Project site. The OCIP insurer, Old Republic Insurance Company and the OCIP Administrator, Willis Insurance Services of California will periodically conduct on-site inspections of the Project to ensure compliance with the Project Site Safety Plan and established state occupational safety standards.
- 3) The OCIP safety inspection team will coordinate with the Project Inspector for each site visit, will debrief the Construction Contractor and the Project Inspector following an inspection, and will copy the Project Inspector on all safety inspection reports.
- 4) With the assistance of the OCIP insurer and the OCIP Administrator the Construction Contractor is responsible for accident investigation and mitigation planning. The Project Inspector will be provided for comment and monitoring any accident mitigation plan prepared by the Construction Contractor.
- 5) Activity Hazard Analyses.

- a. The Construction Contractor is, as part of its Project Site Safety Plan, responsible to prepare, maintain and implement an Activity Hazard Analysis that will define the activities being performed and identify the sequences of work, specific hazards anticipated, site conditions, materials and control measures to be implemented to eliminate or reduce each hazard associated with a work related activity of sequence.
- b. If the Project Inspector feels work is being performed in an unsafe manner then he or she should request a copy of the Activity Hazard Analysis associated with the work to ensure compliance with the Project Site Safety Plan.
- c. The Project Inspector may call upon the OCIP safety inspection team at any time for advice and consultation, including a site visit.

ATTACHMENT 4
ADMINISTRATIVE RULES GOVERNING REQUEST FOR QUALIFICATIONS
(NON-IT SERVICES)

1. COMMUNICATIONS WITH THE JUDICIAL COUNCIL OF CALIFORNIA (“JUDICIAL COUNCIL”) REGARDING THE RFQ

Except as specifically addressed elsewhere in the RFQ, Submitters must send any communications regarding the RFQ to Solicitations@jud.ca.gov (the “Solicitations Mailbox”). Submitters must include the RFQ Number in the subject line of any communication.

2. QUESTIONS REGARDING THE RFQ

Submitters interested in responding to the RFQ may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFQ or requests for clarification or modification of the RFQ no later than the deadline for questions listed in the timeline of the RFQ. Once submitted, questions become part of the procurement file and are subject to disclosure; Submitters are accordingly cautioned not to include any proprietary or confidential information in questions. If the Submitter is requesting a change, the request must set forth the recommended change and the Submitter’s reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the Judicial Council’s responses will be made available prior to the qualifications due date and time.

3. ERRORS IN THE RFQ

- A. If, before the submission due date and time listed in the timeline for the RFQ, a Submitter discovers any ambiguity, conflict, discrepancy, omission, or error in the RFQ, the Submitter must immediately notify the Judicial Council via email to the Solicitations Mailbox and request modification or clarification of the RFQ. Without disclosing the source of the request, the Judicial Council may modify the RFQ before the submission due date and time by releasing an addendum to the solicitation.
- B. If a Submitter fails to notify the Judicial Council of an error in the RFQ known to the Submitter, or an error that reasonably should have been known to the Submitter, before the submission due date and time listed in the timeline of the RFQ, the Submitter shall propose at its own risk. Furthermore, if the Submitter is awarded the agreement, the Submitter shall not be entitled to additional compensation or time by reason of the error or its later correction.

RFQ Title: Construction Plan Review and Inspection Services

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4. ADDENDA

- A. The Judicial Council may modify the RFQ before the submission due date and time listed in the timeline of the RFQ by issuing an addendum. It is each Submitter's responsibility to inform itself of any addendum prior to its submission of qualifications.
- B. If any Submitter determines that an addendum unnecessarily restricts its ability to submit, the Submitter shall immediately notify the Judicial Council via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF QUALIFICATIONS

A Submitter may withdraw its submission at any time before the deadline for submitting qualifications by notifying the Judicial Council in writing of its withdrawal. The notice must be signed by the Submitter. The Submitter may thereafter submit a new or modified submission, provided it is received at the Judicial Council no later than the submission due date and time listed in the timeline of the RFQ.

6. ERRORS IN THE SUBMISSIONS

If errors are found in a submission, the Judicial Council may reject the submission; however, the Judicial Council may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Submitter (if selected for the award of the agreement), the Submitter will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the submission.

7. RIGHT TO REJECT SUBMISSIONS

- A. Before the submission due date and time listed in the timeline of the RFQ, the Judicial Council may cancel the RFQ for any or no reason. After the submission due date and time, listed in the timeline of the RFQ, the Judicial Council may reject all submissions and cancel the RFQ if the Judicial Council determines that: (i) the submissions received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Judicial Council.
- B. The Judicial Council may or may not waive an immaterial deviation or defect in a submission, The Judicial Council's waiver of an immaterial deviation or defect shall in no way modify the RFQ or excuse a Submitter from full compliance with RFQ specifications. Until a contract resulting from this RFQ is signed, the Judicial Council

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- reserves the right to accept or reject any or all of the items in the submission, to award the contract in whole or in part and/or negotiate any or all items with individual Submitters if it is deemed in the Judicial Council's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Submitter.
- C. The Judicial Council reserves the right to issue similar RFQs in the future. The RFQ is in no way an agreement, obligation, or contract, and in no way is the Judicial Council or the State of California responsible for the cost of preparing the proposal.
 - D. Submitters are specifically directed NOT to contact any Judicial Council personnel or consultants for meetings, conferences, or discussions that are related to the RFQ at any time between release of the RFQ and any award and execution of a contract. Unauthorized contact with any Judicial Council personnel or consultants may be cause for rejection of the Submitters submission.

8.0 EVALUATION PROCESS

- A. An evaluation team will review all submissions that are received by the appropriate deadline to determine the extent to which they comply with RFQ requirements.
- B. Submissions that contain false or misleading statements may be rejected if in the Judicial Council's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFQ.
- C. During the evaluation process, the Judicial Council may require a Submitter's representative to answer questions with regard to the Submitter's submission. Failure of a Submitter to demonstrate that the claims made in its submission are in fact true may be sufficient cause for deeming a proposal non-responsive.
- D. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Judicial Council employees. The Judicial Council will provide notice of the date and time of the coin toss to the affected Submitters, who may attend the coin toss at their own expense.

9.0 DISPOSITION OF MATERIALS

All materials submitted in response to the RFQ will become the property of the Judicial Council and will be returned only at the Judicial Council's option and at the expense of the Submitter.

10. PAYMENT

- A. Payment terms will be specified in any agreement that may ensue as a result of the RFQ.

B. THE JUDICIAL COUNCIL DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES. Payment is normally made based upon completion of tasks as provided in the agreement between the Judicial Council and the selected Submitter. The Judicial Council may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the Judicial Council and the selected Submitted.

11. AWARD AND EXECUTION OF AGREEMENT

- A. Award of contract, if made, will be in accordance with the RFQ to a responsible Submitter submitting qualifications compliant with all the requirements of the RFQ and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Judicial Council.
- B. A Submitter of qualifications must be prepared to use a standard Judicial Council contract form rather than its own contract form.
- C. The Judicial Council will make a reasonable effort to execute any contract based on the RFQ within forty-five (45) days of selecting a submission that best meets its requirements. However, exceptions taken by a Submitter may delay execution of a contract.
- D. Upon award of the agreement, the agreement shall be signed by the Submitter in two original contract counterparts and returned, along with the required attachments, to the Judicial Council no later than ten (10) business days of receipt of agreement form or prior to the end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties. Any work performed before receipt of a fully-executed agreement shall be at the Submitter's own risk.

12. FAILURE TO EXECUTE THE AGREEMENT

The period for execution set forth in Section 10 ("Award and Execution of Agreement") may only be changed by mutual agreement of the parties. Failure to execute the agreement within the timeframe identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the agreement. If the successful Submitter refuses or fails to execute the agreement, the Judicial Council may award the agreement to the next qualified Submitter.

13. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of Senior Manager, Office of Communications.

14. ANTI-TRUST CLAIMS

- A. In submitting qualifications to the Judicial Council, the Submitter offers and agrees that if the submission is accepted, the Submitter will assign to the Judicial Council all right, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, materials, or services by the Submitter for sale to the Judicial Council tenders final payment to the Submitter. (See Government Code section 4552.)
- B. If the Judicial Council receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Submitter shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Judicial Council any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- C. Upon demand in writing by the Submitter, the Judicial Council shall, within one year from such demand, reassign the cause of action assigned under this section if the Submitter has been or may have been injured by the violation of law for which the cause of action arose and (a) the Judicial Council has not been injured thereby, or (b) the Judicial Council declines to file a court action for the cause of action. (See Government Code Section 4554.)

15. AMERICANS WITH DISABILITIES ACT

The Judicial Council complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Submitters should be directed to the Solicitations Mailbox.

END OF ATTACHMENT

RFQ Title: Construction Plan Review and Inspection Services
RFQ Number: JBCP-2016-06-CP



ATTACHMENT 5
MASTER AGREEMENT TERMS
AND CONDITIONS

ATTACHMENT 5
Master Agreement Terms and Conditions

STANDARD AGREEMENT rev January 2016

AGREEMENT NUMBER [Agreement number]

1. In this agreement (“Agreement”), the term “Contractor” refers to **[Contractor name]**, and the term “JBE” refers to the **[name of the judicial branch entity]**.

2. This Agreement is effective as of **[Date]** (“Effective Date”) and expires on **[Date]** (“Expiration Date”). This Agreement includes one or more options to extend through **[Date or “N/A”]**.

3. The maximum amount the JBE may pay Contractor under this Agreement is \$**[Dollar amount]** (the “Contract Amount”). The maximum amount the JBE may pay Contractor is (i) \$**[Dollar amount]** during the Initial Term, and (ii) \$**[Dollar amount]** during the Option Term.

4. The purpose or title of this Agreement is: Authorize Contractor to provide Plan Review, Inspection, Special Inspection, and Materials Testing for new capital projects and other court facility projects as set forth in the documents incorporated into this Agreement and listed below.
As set forth in this ID/IQ Agreement, and as specified in Work Orders authorized under this Agreement, the Contractor shall provide the Work as specified.

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

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

- Exhibit A – Standard Provisions
- Exhibit B – Special Provisions
- Exhibit C – Work Authorization Process & Payment Provisions
- Exhibit C-1 Fee Schedule
- Exhibit D – Statement of Work
- Exhibit E - Services Request Form
- Exhibit F – Work Order Form

JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
[JBE name]	CONTRACTOR’S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)</i> [Contractor name]
BY (Authorized Signature) 	Sample Do Not Sign
PRINTED NAME AND TITLE [Name and title]	
DATE EXECUTED [Date]	
ADDRESS [Address]	
[Address]	[Address]

EXHIBIT A
STANDARD PROVISIONS

1. Indemnification

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, the Judicial Council of California, the Administrative Office of the Courts, the State's trial courts, appellate courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their officers, agents, contractors, representatives, volunteers and employees (individually, an "Indemnified Party") from any and all claims, lawsuits, losses, costs (including attorney fees and costs), liabilities, and damages arising from, related to or in connection with, in whole or in part, any of the following:

- (a) Contractor or any of its employees' or Subcontractor's negligent acts, omissions, or intentional misconduct;
- (b) Contractor's breach of its obligations under this Agreement;
- (c) Contractor or any of its employees' or Subcontractor's violation of any applicable law, rule, or regulation; and/or
- (d) Any claim or lawsuit by any third party, contractor, Subcontractor, supplier, worker, or any other person, firm, or corporation furnishing or supplying Work, Services, Materials, or supplies in connection with the performance of this Agreement who may be injured or damaged by the Contractor or any of its Subcontractors, or employees when such claim arises from, is related to, or is in connection with Contractor's performance under this Agreement.

This article does not require the Contractor to Indemnify an Indemnified Party for such portion of any loss, cost, liability, or damage that arises solely from the negligence or intentional misconduct of the Indemnified Party.

2. Relationship of Parties

Contractor and its employees and Subcontractors, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

3. Termination for Cause

The State may terminate this Agreement and be relieved of the payment of any consideration to Contractor for any Work not yet completed and accepted if Contractor fails to perform as specified in this Agreement at the time and in the manner provided. If the

ATTACHMENT 5
Master Agreement Terms and Conditions

Agreement is terminated, the State may proceed with the Work in any manner it deems proper. The cost to the State to perform the Work shall be deducted from any sum due Contractor under this Agreement or any other agreement, and the balance, if any, shall be paid to Contractor upon demand.

4. No Assignment

Without the written consent of the State, Contractor shall not assign this Agreement in whole or in part.

5. Time of Essence

Time is of the essence in this Agreement.

6. Validity of Alterations

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

7. Consideration

The consideration to be paid to Contractor under this Agreement shall in no event exceed the Contract Amount. Contractor shall be paid in accordance with the Payment Provisions set forth in Exhibit "C" of this Agreement. The State's payments to Contractor pursuant to this section shall constitute full compensation for all of Contractor's time, materials, costs and expenses incurred in the performance of this Agreement.

END OF EXHIBIT A

EXHIBIT B
SPECIAL PROVISIONS

1. Definitions

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

- A. "**Administrative Director**" refers to that individual or authorized designee, empowered by the Judicial Council to make final and binding executive decisions on behalf of the Judicial Council.
- B. "**Agreement**" mean and include the Standard Agreement/Amendment Coversheets executed by both Parties, including any documents incorporated by reference. The term "**Contract**" may be used interchangeably with the term "**Agreement**."
- C. "**Amendment**" means a written document issued by the Judicial Council and signed by Contractor and the authorized representative of the Judicial Council which alters the Agreement and which identifies the following: (1) a change in the Work; (2) an adjustment to the Agreement terms, including any change in Agreement time.
- D. "**Business Day**" means days of the week excluding Saturday and Sunday, as well as the Judicial Council's pre-established and published holidays applicable to its employees.
- E. "**Confidential Information**" means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the Judicial Council's 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 disclosing party; (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 disclosing party.
- F. "**Contractor**" means the organization contracting with the Judicial Council under this Agreement.
- G. "**Court(s)**" or "**Trial Court(s)**" means one or more of the fifty-eight (58) superior courts in the California state trial court system.
- H. "**Data**" means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- I. "**Day**" means calendar day.

- J. “**Deliverable(s)**” means and includes any tangible item provided or to be provided under this Agreement, including written reports. Services may be performed in pursuit of providing Deliverable(s); however, a Deliverable may not consist solely of the performance of Services.
- K. “**Expenses**” means and includes both Travel and Living Expenses and Reimbursable Expenses.
- L. “**Force Majeure**” means a delay which impacts the timely performance of Work which neither Contractor nor the Judicial Council are liable because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
- Acts of God or the public enemy;
 - Acts or omissions of any government entity;
 - Fire or other casualty for which a party is not responsible;
 - Quarantine or epidemic;
 - Strike or defensive lockout; and,
 - Unusually severe weather conditions.
- M. “**Hourly Basis**” means that Contractor shall be paid at an hourly rate for each hour of Work actually performed.
- N. “**Judicial Council’s Project Inspector**” refers to the individual designated by the Judicial Council and named as Project Inspector on an authorized Work Order. The Judicial Council may change the individual serving in this capacity at any time, by written notice to the Contractor, and no Amendment to any already authorized Work Order is necessary to effect such a change.
- O. “**Judicial Council’s Project Manager**” refers to the individual designated by the Judicial Council and named as Project Manager on an authorized Work Order. The Judicial Council may change the individuals serving in this capacity at any time, by written notice to the Contractor and no Amendment to any already authorized Work Order is necessary to effect such a change.
- P. “**Material**” means all types of tangible personal property, including but not limited to reports, goods, supplies, equipment, commodities, and information and telecommunication technology.
- Q. “**Notice**” means a written document as required by this Agreement and given by hand delivery or by depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party. Notice(s) are effective upon date of receipt; or if hand-delivered to the other party’s authorized representative, effective on the date of service.
- R. “**Project**” refers to the totality of all activities that will be undertaken with regard to construction or renovation of a building or buildings, and includes the Work of

ATTACHMENT 5
Master Agreement Terms and Conditions

Contractor and its Subcontractors as well as all other Third Parties employed by the Judicial Council in pursuit of the construction.

- S. **“Reimbursable Expenses”** means types of expense(s) incurred at Actual Cost that may be incurred by Contractor and/or its Subcontractor(s) for goods or services procured from other parties in the performance of Work.
- T. **“Service(s)”** means and includes action(s) performed or to be performed by Contractor’s or its Subcontractor’s employees. The specific Services that may be purchased under this Agreement are described in Exhibit C.
- U. **“State”** refers to the State of California.
- V. **“Statement of Work”** means and includes a description of specific Services authorized under a Work Order.
- W. **“Standard Agreement /Amendment Coversheet”** means a form identical to or in a format substantially similar to the form executed by the parties to enter into this Agreement.
- X. **“Subcontractor”** means and includes 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 the Work under Work Order(s) authorized under this Agreement. For purposes of this Agreement, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, agents, suppliers, and/or materialmen.
- Y. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, or combination thereof that is not a party to this Agreement.
- Z. **“Travel and Living Expenses”** means expenses for travel and living costs incurred or to be incurred by Contractor’s employees or Contractor’s Subcontractor’s employees in pursuit of performance of the Work.
- AA. **“Work”** means and includes the provision of Services.
- BB. **“Work Order”** refers to a document, substantially in the form as set forth in Exhibit F, that is used by the Judicial Council to authorize Work pursuant to this Agreement. The document will consist of a Standard Agreement/Amendment Coversheet accompanied by the agreed to Statement of Work. It will specify the maximum amount of money that may be paid for the Work provided in the Statement of Work, and will contain language specifying that the Work is authorized under this Agreement. A Work Order is only authorized when the Standard Agreement/Amendment Coversheet has been bilaterally executed.

2. Manner of Performance of Work

Contractor shall provide and shall ensure that its Subcontractors provide all Work specified in Work Orders authorized in accordance with this Agreement. Work shall be performed to the Judicial Council's satisfaction, in compliance with the standards specified in this Agreement, and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit B.

3. Standard of Professionalism

Contractor shall provide all Work consistent with professional standards of the industry applicable to the type of Work being performed.

4. Services Warranties

- A. Contractor warrants and represents that its employees and its Subcontractors employees assigned to perform Services under this Agreement have the appropriate required credentials in the specified area(s) of competence required by this Agreement, or the skills, training, and background reasonably commensurate with his or her level of responsibility so as to be able to perform in a competent and professional manner in accordance with generally accepted industry standards.
- B. Contractor warrants that the Services will be performed on time and according to any schedules established and agreed to by the Project Managers of the respective parties.
- C. Contractor warrants that the Work to be provided hereunder will conform to the requirements of this Agreement. This warranty shall extend for a period of 180 Days following the provision of the Work ("Warranty Period"). If the Judicial Council identifies defect(s) in the Work provided during the Warranty Period, Contractor shall either re-perform the Service(s) or otherwise remedy the defect to the satisfaction of the Judicial Council. Contractor shall (unless a longer period is agreed to in writing with the Judicial Council's Project Manager) have a period of ten (10) Business Days following receipt of Notice of the existence of a defect, in which to provide a cure. In no event shall the Judicial Council be responsible for any costs incurred by Contractor to remedy any deficiencies in the Services
- D. All warranties, including any special warranties specified elsewhere herein, shall inure to the Judicial Council, its successors, assigns, the Court(s), the Counties and/or any other customer agencies or other beneficiaries of the Services provided hereunder.

5. Acceptance of Work

- A. The Judicial Council's Project Manager shall be responsible for the acceptance of all Work performed pursuant to this Agreement. If the Judicial Council's Project Manager rejects Work and Contractor disputes such rejection, the parties agree to that any dispute(s) resulting from such rejection(s) will be resolved as set forth in this article.

- B. Acceptance Criteria for Work (“**Criteria**”) provided by Contractor pursuant to this Agreement include:
- Timeliness: The Work was provided on time; according to schedule;
 - Completeness: The Work was performed as specified in the applicable Statement of Work and in accordance with the descriptions of the Services specified in Exhibit D; and
 - Technical accuracy: The Work complied with the standards of this Agreement, or, if this Agreement lacks a standard for provision of the Work, the currently generally accepted industry standard.
- C. If the Judicial Council’s Project Manager rejects Work, the Judicial Council’s Project Manager shall submit to Contractor’s Project Manager a written rejection describing in detail the defect or deficiency identified. Contractor shall have a period of ten (10) Business Days from receipt of the rejection to correct the stated failure(s) to conform to the Acceptance Criteria.
- D. If Contractor disputes the rejection, and a resolution of the dispute is not reached between the Judicial Council’s Project Manager and Contractor’s Project Manager, a principal of the Contractor and the Administrative Director of the Judicial Council, or their designees, shall meet to resolve the problem. If an agreement regarding the rejection cannot be reached within 20 Business Days of said meeting, or if Contractor fails to cure the defect or deficiency within a time period mutually agreed upon by the parties at said meeting, the Judicial Council shall have the right to issue a final rejection of the Work, will notify Contractor in writing of such action, and provide its reason(s) for so doing. Upon such rejection of the Work, the Judicial Council may terminate this Agreement or the applicable Work Order under which the Work was provided, pursuant to the terms of Exhibit A - Standard Provisions, Article 3.

6. Copyrights and Rights in Data, Material, and Deliverables

All copyrights and rights in any Data, Materials, and/or Deliverables produced with funding from this Agreement that may presumptively vest in Contractor shall be transferred to the Judicial Council.

7. Ownership

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

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.

8. 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 permission by the Judicial Council.

9. Contractor's Personnel

- A. Contractor shall provide all personnel and Subcontractor personnel necessary to provide the Work authorized under this Agreement.
- B. Contractor's Project Manager shall:
 - Serve as the primary contact with the Judicial Council's Project Manager and personnel;
 - Manage the day to day activities of Contractor and its Subcontractor's personnel;
 - Identify the appropriate resources needed;
 - Plan and schedule the Work;
 - Meet budget and schedule commitments;
 - Provide Progress Reports if so stated in a Work Order; and
 - Act to ensure the overall quality of the Work performed.

10. Background Checks

If the Contractor assigns persons (whether employees, independent contractors, subcontractors or agents) to perform work under this Agreement that requires that the person have access to the systems (whether on-site or by remote access) or premises of the Judicial Council or other Judicial Branch entities, the Judicial Council shall have the right, but not the obligation, to conduct a background check or to require the Contractor to conduct a background check, as permitted by law, on all such persons before the Judicial Council will grant to such persons access to the Judicial Council's or other judicial branch entities' premises or systems. The Contractor will cooperate with the Judicial Council in performing such background check, and will promptly notify the Judicial Council of any such person refusing to undergo such background check, and will reassign such person to perform other services. The Contractor shall obtain all releases, waivers, or permissions required for the release of such information to the Judicial Council. Costs incident to background checks are the sole responsibility of the Contractor.

11. Agreement Term and Renewals

- A. The initial term of the Agreement shall commence on December 31, 2012 and expire on December 31, 2013.
- B. Any modification of the term of this Agreement shall require an Amendment.
- C. Regardless of the expiration date of this Agreement, the terms and conditions of this Agreement shall continue to be binding upon any Work Order authorized or modified prior to the Expiration Date of this Agreement, and shall persist until the Work specified in said Work Order has been completed in full.

12. Termination for Convenience

- A. In addition to termination for cause under Exhibit A, Standard Provisions, Article 3, the Judicial Council may terminate this Agreement for convenience and without cause at any time upon providing Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, Contractor shall promptly discontinue all Work affected unless the Notice specifies otherwise.
- B. If the Judicial Council terminates this Agreement other than for cause, the Judicial Council shall pay Contractor for the fair value of satisfactory Work rendered before the termination.

13. Termination Due to Lack of Availability of Funds

- A. The State's obligation under this Agreement is subject to the availability of authorized funds. The State may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the State, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the State may terminate this Agreement in whole or in part, upon written Notice to Contractor. Such termination shall be in addition to the State's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
 - The State will be liable only for payment in accordance with the terms of this Agreement for Work provided prior to the effective date of termination; and
 - Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in

this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

14. Notice:

- A. Any Notice of breach required by or with regard to this Agreement shall be in writing and shall be delivered as follows:
- B. Notice to the Judicial Council shall be directed to:

To the Judicial Council:
Contract Specialist
Judicial Council of California
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

With a copy to:

Manager, Business Services
Judicial Council of California
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

- C. Notice to Contractor shall be directed to:

15. Subcontracting

- A. Contractor is allowed to utilize Subcontractors of its own choosing in performing its obligations under this Agreement, but no such use shall act to constitute an Assignment of this Agreement or relieve Contractor of any requirement of this Agreement.
- B. Contractor shall be solely responsible for the supervision, review, and approval of Work provided by its Subcontractors and any such Work provided to the Judicial Council shall be considered to constitute Contractor's own Work. All communication with the Judicial Council regarding Work provided or to be provided under this Agreement shall, unless otherwise required by the Judicial Council's Project Manager, be provided by Contractor and not via its Subcontractor(s).

- C. No Party to this Agreement shall in any way contract on behalf of or in the name of another Party to this Agreement.
- D. Contractor shall ensure that all Subcontractors comply with the provisions of this Agreement applicable to Subcontractors.

16. Changes and Amendments

- A. Changes to this Agreement or to authorized Work Orders can only be made via an Amendment executed by the authorized representatives of both Parties.
- B. Any modification of the terms and conditions of this Agreement shall require an Amendment.
- C. Unless otherwise provided for in this Agreement, any modification of the provisions of any Work Order shall require an Amendment to that Work Order.
- D. The Judicial Council's sole authorized representative is:

Manager, Business Services
Judicial Council of California
455 Golden Gate Ave, FL 6
San Francisco, CA 94102,

or his designee, when duly authorized in writing.

- E. Requests for Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After a review of the request, a written decision shall be provided to Contractor.

17. Accounting System Requirements

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

18. Retention of Records

Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with California State and Federal law, a minimum retention period being no less than three (3) years. The retention period starts from the date of the submission of the final payment request. Contractor is also obligated to protect Data adequately against fire or other damage.

19. Audit

- A. Contractor shall permit the authorized representative of the Judicial Council or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billings made to the Judicial Council under this Agreement. Contractor further agrees to maintain such Data for a period of three (3) years after final payment under this Agreement.
- B. Such Data shall at a minimum include:
- i. Contractor shall maintain 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 is not 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) hourly rate charged. Upon the request of the Judicial Council's Project Manager, Contractor shall provide copies of the log and time sheets.
 - ii. Contractor shall maintain a travel log and a file of original invoices for all authorized Travel and Living Expenses incurred by Contractor's employees and its Subcontractor's employees in performing the Work of this Agreement. The travel log must include, but is 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; and (5) the purpose of the trip. Upon the request of the Judicial Council's Project Manager, Contractor shall provide copies of the log and invoices applicable to said expenses.
 - iii. Contractor shall maintain a log and a file of original invoices for all authorized Reimbursable Expenses incurred by Contractor and its Subcontractors in performing Work authorized under this Agreement. The log must include, but is not limited to, the following information: (1) the party incurring 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; and (5) the price of the expenditure. Upon the request of the Judicial Council's Project Manager, Contractor shall provide copies of the log and invoices applicable to said expenses.
- C. Upon the request of the Judicial Council's Finance Division or the Judicial Council's Project Manager, Contractor agrees to provide the logs of said Data within 5 Business Days of request.

20. Safety

- A. Contractor shall retain full responsibility for the safety of all persons employed or contracted by Contractor, its consultants, or suppliers.
- B. Contractor shall comply with the safety and security standards and provisions of all applicable local, state and federal laws and building and construction codes related to performing its Services, including the provisions of Title 8 of the California Code of Regulations, California Construction Safety Orders and all revisions, amendments and regulations thereto.
- C. Contractor shall comply with the requirements of the Project safety program developed and administered by the construction contractor and each person employed by the by Contractor, its consultants, or suppliers who perform Work on the Project site shall attend the construction contractors safety orientation.

21. Insurance and Waiver of Claims

- A. General Requirements:
 - i. Contractor shall maintain, and cause its Subcontractors and Sub-subcontractors, to maintain insurance required in section 21.B below with an insurance company or companies that are rated "A-VII" or higher by A. M. Best's key rating guide. If self-insured, concurrence by the Judicial Council is required and review of Contractor and/or its Subcontractors financial information may be required.
 - ii. All coverage shall be in force until the end of the term of this agreement or Final Acceptance of the Work, whichever comes later. If the insurance expires during the term of the Contract, the Contractor shall immediately provide a new current certificate or be declared in breach of Contract. The Judicial Council reserves the right to withhold all progress and retention payments until the breach is cured to the satisfaction of the Judicial Council. Renewal insurance certificates must be tendered to the Judicial Council at least 10 days prior to the expiration of the previous insurance certificate. This new insurance shall be in accordance with the terms of the Contract.
 - iii. Insurance policies shall contain a provision that coverage will not be cancelled without 30 days prior written notice to the Judicial Council.
 - iv. The Contractor shall be responsible for any deductible or self-insured retention contained within the insurance.
 - v. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the Judicial Council may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
 - vi. Any insurance required to be carried shall be primary.

- B. Insurance Requirements: The Contractor must provide and cause its subcontractors and sub-subcontractors to provide to the Judicial Council evidence of insurance as follows:
- i. Commercial General Liability: Commercial General Liability Insurance (and if required Excess Liability or Umbrella Liability insurance) covering its premises and operations written on an occurrence form with limits of not less than \$1,000,000 per occurrence and a \$2,000,000 annual aggregate limit of liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought subject to the insurance policy limit of liability.
 - ii. Business Automobile Liability: Business automobile liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover owned, hired, and non-owned motor vehicles.
 - iii. Workers' Compensation: Workers' compensation coverage for all its employees who will be engaged in the performance of the Contract, including special coverage extensions where applicable and employer's liability with limits not less than \$1,000,000 for each accident \$1,000,000 disease policy limit, \$1,000,000 disease – each employee.
 - iv. Professional Liability: Professional Liability/ Errors and Omissions insurance covering the contractor's professional duty under this agreement with limits of at least \$1,000,000 per claim and \$1,000,000 in the annual aggregate. If the policy is written on a "claims made" reporting form, the contractor shall keep such policy in force (or purchase an extended reporting period) for not less than three years from the date of completion of the Work which is subject in this Agreement. The retroactive date of any such "claims made" policy must be no greater than the date the activities commenced pursuant to this Agreement.
- C. Waiver of Claims: The State, the Judicial Council of California, the superior courts and appellate courts of the State of California, and any of their officers, employees, and agents (collectively, "State Entities") shall not be liable for any injury, loss, or damage to Contractor, Subcontractors, or their officers, employees, or agents including, without limitation, damage to the property of Contractor, Subcontractors or their officers, employees, and agents, by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the gross 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 gross negligence or intentional misconduct of the State Entities. Neither the State, nor any officer or employee of the State, shall be liable for any loss or damage that may happen to the Work, or any part thereof; nor to any of the materials or other items used or employed in performing the Work;

- D. **NO PERSONAL LIABILITY:** Neither the State, nor any other officer or employee of the State will be personally responsible for liabilities arising under the Contract.

22. Confidentiality

- A. Both the Judicial Council and Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the Judicial Council may disclose Confidential Information to Contractor and/or its Subcontractors.
- B. Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information, and shall utilize the Confidential Information only in pursuit of performance of the Work. It is understood, that Contractor may disclose the Judicial Council's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and, if directed by the Judicial Council's Project Manager, other organizations hired by the Judicial Council to performing Work on the Project. Contractor shall ensure that its employees and those of its Subcontractor(s) have executed confidentiality agreement(s) that require a promise of confidentiality and limitation of use of any Judicial Council Confidential Information disclosed to them that is not less strict than that imposed upon Contractor under this Agreement.
- C. Contractor shall acquire no right or title to the Confidential Information. Notwithstanding the foregoing, Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.
- D. The Judicial Council reserves the right to disclose all Work provided under this Agreement disclose to third parties for the purpose of validation of the Work.

23. Permits and Licenses

- A. Contractor shall comply and shall ensure that its Subcontractor comply with all federal, state, city, and county laws, rules, and regulations affecting Contractor's performance of the Work provided under this Agreement. Contractor shall procure and keep in full force and effect and shall ensure that its Subcontractors procure and keep in full force and effect, during the term of this Agreement and until the Work provided under any Work Order that continues past the term of this Agreement is completed, all permits and licenses necessary to accomplish the Work.
- B. Contractor warrants that it is and shall throughout the term of this Agreement remain properly licensed and/or certified under the laws and regulations of the State of California to provide all Work that it has herein agreed to perform.

24. Conflict of Interest

A. Contractor shall ensure that its officers and employees shall not participate in proceedings that involve the use of State Funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. Contractor and its officers and employees shall also avoid actions 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 Judicial Council. Contractor agrees that it shall bind its Subcontractors to conflict of interest provisions not less strict than those provided here.

B. Contractor shall certify and shall require its Subcontractors to certify that:

Former Judicial Council employees will not be awarded a contract by Contractor for (a) two (2) years from the date of separation if that employee had any part in the decision making process relevant to this Agreement, or (b) for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as this Agreement within the twelve (12) month period of his or her separation from Judicial Council service.

25. Covenant Against Gratuities

Contractor warrants by signing this Agreement that no gratuities, in the form of money, entertainment, gifts, or otherwise, were or will be offered by Contractor or any agent, director, Subcontractor or representative of Contractor, 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 the performance of this Agreement. For breach or violation of this warranty, the Judicial Council will have the right to terminate this Agreement, either in whole or in part, and any loss or damage sustained by the Judicial Council in procuring, on the open market, any Work which Contractor agreed to supply, which 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 are in addition to any other rights and remedies provided by law or under this Agreement.

26. 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 (1) 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.

27. Drug-Free Workplace

Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Sections 8355 through Section 8357.

28. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, Contractor shall not, and shall ensure that 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 and shall ensure that its Subcontractors shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Agreement, Contractor shall not and shall ensure that 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 shall take and shall ensure that its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. 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. Contractor shall give and shall ensure that 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.
- D. 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.

29. California Labor Code Provisions:

- A. Contractor certifies that it is aware of the provisions of California Labor Code (i.e. Labor Code sections 1770 et. seq.) that require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects (“Prevailing Wage Laws”). Since the Contractor is performing Services as part of an applicable “public works” or “maintenance” project, and since the total compensation is \$1,000 or more, the Contractor agrees to fully comply with and to require its subcontractor(s) to fully comply with all applicable Prevailing Wage Laws

with respect to the Project. 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>).

- B. Contractor shall comply with the compliance monitoring provisions of Labor Code section 1771.4 to the extent that they are applicable to Contractor and this Project, including complying with any applicable enforcement by the Department of Industrial Relations. The Judicial Council hereby provides notice of the requirements described in Labor Code section 1771.1, subdivision (a), which 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.”

- C. Contractor acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work is a public work to which Labor Code section 1771 applies. Contractor shall comply with Labor Code section 1725.5, including without limitation the registration requirements. Additionally, all “subcontractors” (as defined by Labor Code section 1722.1) shall comply with Labor Code section 1725.5 to 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 the Contract. 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.
- D. **Workers’ Compensation.** Contractor certifies that it is aware of the provisions of the Labor Code of the State of California, that 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 it certifies that it will comply with those provisions, and require any Subcontractors to comply with the provisions, before commencing the performance of the work of this Agreement.

30. Electronic Payroll Reporting:

In addition to the other Labor Code and registration requirements stated here, effective January 1, 2012, the California Department of Industrial Relations (DIR) began operating a labor Compliance Monitoring Unit or “CMU” to monitor and enforce prevailing wage requirements on public works projects that receive state bond funding and on other projects that are legally required to use the CMU. The funding for this Project requires compliance with the CMU. The Contractor shall comply with, and ensure full compliance with all CMU

requirements by all of CMR's Subcontractors and Sub-subcontractors. (More information regarding CMU compliance is available at: <https://www.dir.ca.gov/dlse/cmu/cmu.html>.)

31. Americans with Disabilities Act

Contractor assures the Judicial Council that it complies with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. Sections 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.

32. Choice of Law

This agreement, and all of the rights and duties of Contractor and Judicial Council arising out of or related to this agreement or to the relationship of Contractor and Judicial Council, are governed by the laws of the State of California without regard to its conflicts of law rules. This provision applies to all claims and causes of action that Contractor has or may acquire against Judicial Council, whether based on contract, tort, statute, or anything else.

Contractor agrees that any claims that it has or may acquire against Judicial Council shall be commenced in and decided exclusively by a court of competent jurisdiction located in the State of California. Contractor agrees to submit to the personal and exclusive jurisdiction of courts located in the State of California. Contractor waives all defenses and arguments that the courts located in the State of California constitute an inconvenient forum based upon the residence or domicile of Contractor, the location of the project that is the subject of the litigation or the location of witnesses, the location of documents, or anything else.

33. 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.

34. Waiver

The omission by either party at any time to enforce any default or 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 at a later time.

35. Signature Authority

The individuals signing this Agreement certify that they have all proper authority required from their respective organizations to do so.

36. Survival

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or

expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

37. Conflicts in Terms and Conditions

Work Orders may contain additional terms and conditions regarding the Work that are applicable only to the Work Order authorized, however, no provision of a Work Order may act to modify or may conflict with the terms and conditions of this Agreement. In the event there is any conflict between the terms and conditions of an authorized Work Order and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall govern.

38. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes 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.

END OF EXHIBIT B

EXHIBIT C
WORK AUTHORIZATION PROCESS AND
PAYMENT PROVISIONS

1. Work Order and Contract Amounts

- A. The total amount the Judicial Council may pay to Contractor under any individual Work Order authorized this Agreement for performing all Work, as well as all Travel and Living Expense and/or Reimbursable Expenses specified therein, shall not in any event exceed the Total Amount Encumbered to Date specified on the face of the Work Order Authorization Form applicable to that Work Order.
- B. The total amount the Judicial Council may pay to Contractor under this Agreement (“Contract Amount”) shall not in any event exceed the total of all Total Amount(s) Encumbered to Date on all Work Orders authorized under this Agreement.

2. Work Order Authorization Process

- A. The Judicial Council will authorize the performance of Work and spending of funds under this Agreement via written Work Order(s) which shall be substantially in the format provided in Exhibit E and authorized as specified in this Work Order process.
- B. The Judicial Council’s Project Manager will provide Contractor with an unsigned Services Request Form, describing the Work the Judicial Council desires to purchase. The Judicial Council will complete the parts of the form designated as “Judicial Council to Complete”. The Judicial Council shall describe in full the Services requested, including the location(s) at which they will be performed, as well as the requested beginning and end dates for the Work. The Judicial Council’s Project Manager will designate whether the Work requested shall be performed on a Deliverable Basis. The Judicial Council’s Project Manager will designate whether the Work requested shall be paid for on a Fixed Price Basis or a Time and Materials Not to Exceed Basis. When complete, the Judicial Council’s Project Manager will submit the unsigned Services Request Form to Contractor’s Project Manager via e-mail.
- C. Upon receipt, Contractor will, based upon the Services requested by the Judicial Council shall, in coordination with and with the agreement of the Judicial Council’s designated Project Manager:
 - i. Assign and Provide Name and Address information of the Contractor’s Project Manager who will be assigned to this Work Order.

ATTACHMENT 5
Master Agreement Terms and Conditions

- ii. Provide a Statement of Work. Provide a narrative work plan specifying the responsibilities of the parties and the Key Personnel with regard to performance of the Work, including any assumptions and/or conditions applicable to performance of the Work
- iii. If agreed to, provide revised start and completion dates for the Work, or provide a detailed Project Schedule detailing the critical path responsibilities for the Project.
- iv. Provide a list of Key Personnel who will be assigned to perform the Work. Identify any Subcontractor personnel as such.
- v. In the Price area of the form:
 - a. If the Services have been requested on a Deliverables Basis and a Fixed Price Basis, provide a description of the Services pertaining to each individual Deliverable along with the name of the Deliverable and a Firm Fixed Price for that Deliverable. If more than one Deliverable is requested, provide a grand total (“Grand Total”) of all Deliverables for the Work Order. Provide a schedule naming the Deliverables and identifying the Fixed Price to be paid for each Deliverable.
 - b. If the Services have been requested on a Deliverables Basis and a Time and Materials Not to Exceed Basis, provide a description of the Services pertaining to each individual Deliverable along with the name of the Deliverable and the name(s) and title(s) of Key Personnel that will perform the Services, their expected hours of Work, their applicable Hourly Rates, and total expected amount to be paid for each employee. Describe any expected Travel and Living Expenses that are expected to be incurred in pursuit of providing the Deliverable, using the Judicial Council Travel and Living Expense Guidelines provided below under Compensation to cost out the Travel and Living Expense. Describe any Reimbursable Expenses that are expected to be incurred in pursuit of providing the Deliverable. Provide a total, for each Deliverable, including the cost of all Work to be performed on an Hourly Basis, all expected Travel and Living Expense, and all expected Reimbursable Expense. Provide a Grand Total of all Deliverables for the Work Order.
 - c. If the Services have been requested on a Time and Materials Not to Exceed Basis but not on a Deliverables Basis, provide a description of the Services and the name(s) and title(s) of Key Personnel that will perform the Services, their expected hours of Work, their applicable Hourly Rates, and total expected amount to be paid for each employee. Describe any expected Travel and Living Expenses that are expected to be incurred in pursuit of providing the

ATTACHMENT 5
Master Agreement Terms and Conditions

Services, using the Judicial Council Travel and Living Expense Guidelines provided below under Compensation to cost out the Travel and Living Expense. Describe any Reimbursable Expenses that are expected to be incurred in pursuit of providing the Work. Provide a

Grand Total of the Hourly Work, Travel and Living Expense, and Reimbursable Expense(s) applicable to the Work Order.

- vi. Upon completion of the above, Contractor shall submit the unsigned proposal to the Judicial Council's Project Manager via e-mail.
- vii. Contractor proposals so submitted are not revocable for 20 Business Days following the day received by the Judicial Council, or until the date scheduled for the start of the Work in the applicable Work Order, whichever event occurs sooner.
- D. If the Judicial Council wishes to accept the proposal and proceed with the Work, the Judicial Council will notify the Contractor and shall provide via e-mail a Work Order consisting of the then current format of the State Standard Agreement Form 220 (Exhibit F) authorizing the proposal in the full amount specified in the proposal and referencing the proposal.
- E. Contractor shall sign two originals of the Work Order, which shall be sent to the Judicial Council at following address:

Christine Powlan, Supervisor, Contracts
Judicial Council of California
455 Golden Gate Ave.
San Francisco, CA 94102
- F. Upon receipt, the Judicial Council shall, if it chooses to proceed with authorization of the Work Order, countersign both originals and return one original to the Contractor.
- G. Upon countersignature by the Judicial Council, the Work Order shall, for the purposes of this Agreement, be considered authorized, and shall be binding upon the parties.
- H. Upon receipt of a signed Work Order, Contractor is authorized to begin the Work when and as specified in said Work Order.
- I. If the parties agree to revise an existing Work Order, the parties agree that such revisions are subject to the authorization of a revision to be performed in the same manner as authorization of the Work Order itself. Upon authorization, the revised Work Order shall supersede and override the existing Work Order.
- J. The State reserves the right to modify the forms provided in Exhibit F, as it deems necessary or appropriate, in its sole discretion, and will notify Contractor of any

modification to said form prior to implementing the modified form(s). Any such modification(s) will be incorporated into this Agreement by an Amendment.

- K. Any commencement of Work and any expenditure made prior to Contractor's receipt of a signed Work Order shall be made at Contractor's sole risk.
- L. The Judicial Council's Project Manager named on the individual Work Order(s) shall monitor and evaluate Contractor's performance. All requests and communications between the Judicial Council and the Contractor regarding the Work must make through the Judicial Council's designated Project Managers.
- M. There is no limit on the number of Work Orders the Judicial Council may issue under this Agreement.
- N. There will be no specific limitation on the minimum and/or maximum amount authorized under an individual Work Orders.
- O. The Judicial Council does not guarantee that Contractor will receive any Work Order(s) under this Agreement.

3. Compensation

- A. Compensation for Types of Work Orders:

Fixed Prices Work Orders -- Deliverables Basis

When a Work Order specifies that the Work is to be provided on a Deliverables Basis and Contractor is to be compensated on a Fixed Price Basis, Contractor shall be compensated solely at the actual Fixed Price(s) specified for the Deliverables in said Work Order.

Time and Materials Not to Exceed Basis Work Orders -- Deliverables Basis

When a Work Order specifies that the Work is to be provided on a Deliverables Basis and Contractor is to be compensated on a Time and Materials Not to Exceed Basis, Contractor shall be compensated at the Hourly Rates for Services as specified below, plus Travel and Living Expenses as specified below, plus Reimbursable Expenses as specified below.

Time and Materials Not to Exceed Work Orders -- Non-Deliverables Basis

When a Work Order specifies that the Work is not to be provided on a Deliverables Basis and Contractor is to be compensated on a Time and Materials Not to Exceed Basis, Contractor shall be compensated for Work provided at the Hourly Rates for Services as specified below, plus Travel and Living Expenses as specified below, plus Reimbursable Expenses as specified below in an amount up to but not exceeding the "Total Amount Encumbered to Date" applicable to the Work Order.

Hourly Rates Basis

When, as specified in an authorized Work Order, Contractor is to be compensated on an Hourly Basis, Contractor shall be compensated only for hours actually incurred by Contractor or its Subcontractor employees in pursuit of the Work. Contractor shall be compensated at the Hourly Rates applicable to Contractor’s employees as specified below, or at lower rates if so agreed to and specified in a Work Order. Hourly Rates for any Contractor’s Subcontractor employees shall be as specified in the Work Order, are subject to Judicial Council agreement on a Work Order by Work Order basis, and shall only apply to the Work Order in which authorized. Compensation for overtime Work, which shall be pre-approved by the Judicial Council’s Project Manager, will be paid for Work performed at the construction site and subject to prevailing wage statues, rules and regulations.

[Contractor’s Titles and Hourly Rates]

Example:

<i>Title- Inspection Services</i>	<i>Hourly Billing Rate</i>
Registered Professional Engineer	\$ / hour
Staff Engineer	\$ / hour
Metallurgical Engineer	\$ / hour
Inspection Supervisor	\$ / hour
Level III Supervisor	\$ / hour
Field Technician	\$ / hour
Expert Witness (Appearance)	\$ / hour
Administrative Office Support	By Quote

B. Compensation for Travel and Living Expenses:

Reimbursement for Travel and Living Expenses is subject to the provisions given below. The expenditure of all types of Travel and Living Expenses must be approved in advance, in writing, by the Judicial Council’s Project Manager designated in the applicable Work Order. Travel and Living Expenses must be invoiced to the Judicial Council at the lower of the Actual Cost or, if a maximum allowable cost is specified below, that maximum cost.

For Contractor’s and its Subcontractor’s employees, the Judicial Council shall reimburse Contractor for transportation, meals, and lodging expenses actually incurred by in the course of their performance of the Work, but subject to the following provisions and limitations:

In State Travel - The following will apply to travel within the State.

- a. If air transportation is authorized, the Judicial Council will reimburse Contractor only at the actual cost incurred. All air transportation is limited to coach fares and must be booked a minimum of fourteen (14)

ATTACHMENT 5
Master Agreement Terms and Conditions

Days prior to travel, unless the Judicial Council's Project Manager agrees in advance, in writing, to a shorter period.

- b. If overnight lodging expense is authorized, the Judicial Council will reimburse Contractor only for:
 - (i) hotel room rental at the actual cost not to exceed \$110.00 per Day, plus occupancy tax and/or energy surcharge thereupon;
 - (ii) for meals and incidentals, at the actual cost not to exceed the following maximum amounts per person per meal per Day:
Breakfast~\$6.00; Lunch~\$10.00; Dinner~\$18.00; and
Incidentals~\$6.00.
- c. If a Contractor or Subcontractor employee is subject to Prevailing Wage Law, private vehicle usage will be reimbursed at the published IRS rate per mile for all miles traveled to and from a Project jobsite, but only if such private vehicle usage is incurred on a trip where the one-way distance to the Project jobsite is greater than 50 miles from either the Contractor facility where the trip originates or the employee home where the trip originates.

Out-of-State Travel: The following will apply to travel outside the State

- a. Authorized short-term out-of state travel will be reimbursed at (i) the actual cost of coach/economy airfare as booked when travel was authorized; (ii) the Actual Cost of lodging expenses supported by a receipt, but not to exceed the lodging rates for that location at www.gsa.gov (look up federal rates by US city and state) plus taxes and/or surcharges thereon and (iii) the lower of the Actual Cost of meals or the maximum amounts allowed for meals as specified in In-State Travel above.
- b. Authorized ground transportation necessary for Work performance shall be reimbursed as follows, with the exception of transportation to meals which is included in incidentals:
 - Other public transport (bus, train, shuttle, etc.) at Actual Cost.
 - Rental vehicle, at Actual Cost. Such vehicle must be of the mid-size category.

Out-of-Country Travel: The following will apply to travel outside the U.S.

- a. Authorized short-term out-of-country travel will be reimbursed at (i) the actual cost for coach/economy airfare as booked when the travel was authorized; (ii) the Actual Cost of lodging expenses supported by a receipt, but not to exceed the published Federal Government lodging per diem rates, and (iii) Actual Cost of meals and incidentals incurred,

but not to exceed the published Federal Government meal and incidental per diem rates for foreign travel for the specific dates of travel. Separate claims for lodging taxes incurred in foreign areas are not allowed.

- b. Foreign per diem rates are available at the [U.S. Department of State's](http://www.aoprals.state.gov) web site: [www. aoprals.state.gov](http://www.aoprals.state.gov).
- c. Authorized ground transportation necessary for Work performance shall be reimbursed as follows, with the exception of transportation to meals which is included in incidentals:
 - Taxi fare at Actual Cost when no public transit available.
 - Other public transport (bus, train, shuttle, etc.) at Actual Cost.
 - Rental vehicle, at Actual Cost. Such vehicle must be of the mid-size category.
- d. Valid documentation for foreign currency exchange rates must be submitted with the invoice to substantiate expenses claimed. If unavailable, the American Express Currency Exchange Converter may be used as adequate documentation.

C. Compensation for Reimbursable Expenses:
Reimbursement for Reimbursable Expenses is subject to the provisions given below. The expenditure of all Reimbursable Expenses must be approved in advance, in writing, by the Judicial Council's Project Manager. Reimbursable Expenses must be invoiced to the Judicial Council at Actual Cost.

Travel and Living Expenses shall not be invoiced to the Judicial Council as Reimbursable Expenses.

Reimbursable Expenses are limited to expenses otherwise not expressly provided for in this Agreement and are for goods or services purchased from Third Parties other than Subcontractors at Actual Cost.

- a. In order for an expense to be considered a Reimbursable Expenses, said expense must fall within the descriptions of the Reimbursable Expenses allowable for reimbursement, as specified in the applicable Work Order. If no such expenses are specified in a Work Order, no such expenses shall be compensated for.
- b. Invoices pertaining to charges for Reimbursable Expenses must be accompanied by copies of the Judicial Council Project Manager's advance written approval of expenditure.

4. Invoicing Requirements

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Master Agreement Terms and Conditions

Contractor shall invoice the Judicial Council once monthly, in arrears, for all Work actually provided, all Travel and Living Expenses incurred, and all Reimbursable Expenses incurred in the previous month, as follows:

- A. Contractor shall provide separate invoices for each authorized Work Order, with the information specified below and in the format specified below:
- a. All invoices must reflect Work Order Number
 - b. All invoice cost lines should provide Date, Employee Number (if applicable), Activity Number, Title/Description, number of units, price per unit and extended costs at a minimum per the sample attached
 - c. Invoice cost lines should be sorted as follows:

Charges for Work subject to Prevailing Wage

- i. Sort detail by date work was performed
- ii. Sub-sort each day into Prevailing Wage Group 1-4 order
- iii. Sub-sort groups into numerical order by Activity number

Charges for Foreign Inspection and Audit Services

- i. Sort detail by date work was performed
- ii. Sub-sort daily detail into numerical order by Activity

Charges for Professional and Support Staff

- i. Sort detail by date work was performed
- ii. Sub-sort daily detail into numerical order by Activity

Charges for Equipment Fees

- ii. Sort detail by date equipment was used
- ii. Sub-sort daily detail into numerical order by Activity

Charges for Tests and Other Fixed Price Costs

- i. Sort detail by date tests or other activities were performed
- ii. Sub-sort daily detail into numerical order by Activity

Travel and Reimbursable Expenses

- i. Sort detail by date Travel or reimbursable was incurred

ii. Sub-sort daily detail into numerical order by Activity

- d. Contractor shall submit one (1) original invoice to the Judicial Council via the Judicial Council's Project Manager, at the address provided for that Project Manager in the applicable Work Order.

5. 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 Services rendered pursuant to this Agreement.

6. Payment

- A. The Judicial Council will endeavor to pay invoices within Sixty (60) Days after receipt of a correctly formatted, itemized invoice. In no event shall the Judicial Council be liable for interest or late charges for any late payments.
- B. Payment shall be made by the Judicial Council to the Contractor at the address specified on the invoice.
- C. The Judicial Council may withhold full or partial payment to the Contractor in any instance in which the Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

7. Disallowance

If the Contractor claims or receives payment from the Judicial Council that is later disallowed by the Judicial Council, the Contractor shall promptly refund the disallowed amount to the Judicial Council upon the Judicial Council's request, or at its sole option, the Judicial Council may offset the amount disallowed from any payment due or that may become due to the Contractor under this Agreement or any other agreement.

8. Payment Does Not Imply Acceptance of Work

The granting of any payment by the Judicial Council, or the receipt thereof by the Contractor, shall in no way lessen the liability of the Contractor to correct unsatisfactory Work provided in connection with this Agreement.

9. Release of Claims

The acceptance by the Contractor of its final payment due under this Agreement shall be and shall operate as a release to the Judicial Council of all claims and all liability to the Contractor for everything done or furnished in connection with this Agreement (including every act and neglect of the Judicial Council), with the exception of any claims that are expressly identified by the Contractor as outstanding as noted on the face of Contractor's final invoice. Contractor's failure to identify any such claims shall operate as a release of all claims.

[Contractor's Fee Schedule]

END OF EXHIBIT C

EXHIBIT D

STATEMENT OF WORK

1. Project Description

Contractor shall, as authorized, provide the Services specified in this statement of work (“Statement of Work”, “SOW”) and as may be further specified in Statement of Work specified in Work Orders authorized under this Agreement.

2. Schedule of Work

The dates of performance and schedule applicable to the provision of the Work under this Agreement will be provided in authorized Work Orders. Contractor agrees that it shall provide the Services specified within the dates of performance and according to said schedule.

3. Statement of Work

Contractor agrees to provide or perform, as specified in this Agreement, the following Services and tasks set forth in this section, and as further elaborated in Work Orders when authorized under this Agreement, as well as any other services that are necessary, normal, customary, or incidental to the performance of Contractor’s responsibilities.

Contractor agrees:

Service Provider to provide materials testing and special inspection services per the construction documents and Title 24 and agrees to provide all necessary expertise and services to professionally and diligently prosecute the Work.

To consult and work with, as necessary, with normal and customary employees, agencies, and/or representatives, as well as third parties utilized by the regarding the Work authorized under this Agreement.

To attend meetings with the Judicial Council and third parties utilized by local and regional agencies as needed and directed to perform the Work.

To abide by all regulations imposed by funding sources, such as auditing requirements and payroll affidavits.

To provide a professional level of review of all Deliverables to assure quality, technical accuracy, and the coordination of all documents furnished by Contractor under this Agreement, Contractor shall, without additional compensation, correct or revise any errors in its documents and other Services when not provided in accordance with the Agreement.

4. Scope

A. Pre-Construction Phase Services Scope of Work:

- 1) If a Statement of Work so specifies, during the Pre-Construction Phase of a Project, collaborate with the Judicial Council's Project Inspector to review the construction drawings and specifications, the building code, and the construction phase work schedule to develop a project inspection plan by month and construction sequence per the schedule.

B. Construction Phase Services Scope of Work:

With regard to all Work Orders authorized under this Agreement, Contractor shall:

- 1) In collaboration with the Judicial Council's Project Inspector review the construction phase work schedule and update for the approval of the Judicial Council a project inspection plan by month and construction sequence per the schedule.
- 2) Review and provide comments on construction drawings and specifications concerning inspection requirements detailed for each significant sequence of the work.
- 3) Review and provide comments on the construction contractor's Project Quality Program.
- 4) Collaborate with the Judicial Council Project Inspector to provide monthly reports summarizing the status of the inspection work and provide a 60-day look ahead on inspection work that will be required, the inspection resources necessary to complete the work, and any problems in delivering the inspection services.
- 5) Coordinate records management with the Judicial Council's Project Inspector in an effort to avoid unnecessary duplication of records management and retention requirements.
- 6) Attend meetings as required by the Judicial Council.
- 7) Remain on the project site until dismissed by the Judicial Council's Project Inspector designated in the applicable Work Order.

C. Final Reports Required by Jurisdiction:

With regard to all Work Orders authorized under this Agreement, if a final report or affidavit is required, Contractor and/or its Subcontractor(s) must first review all inspection and testing reports and clear up any unresolved issues on these reports. These issues will typically require approval by the engineer or architect of record. This process can take several weeks or just a day, depending on the number and complexity of the issues. Cost for final reports will be billed hourly.

D. Specimen Disposal:

With regard to all Work Orders authorized under this Agreement, specimens will be discarded after testing unless Contractor has been notified prior to testing that the Judicial Council wishes to retrieve the specimens or storage arrangements are made.

ATTACHMENT 5
Master Agreement Terms and Conditions

END OF EXHIBIT D

ATTACHMENT 5
Master Agreement Terms and Conditions

EXHIBIT E – WORK ORDER FORM
Sample Document

JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AGREEMENT COVERSHEET

	WORK ORDER NUMBER	AMENDMENT NUMBER
		FEDERAL EMPLOYER ID NUMBER

1. In this Agreement, the term "Contractor" refers to [*Contractor name*], and the term "Judicial Council" refers to the Judicial Council of California, Administrative Office of the Courts.

2. This Agreement becomes effective as of _____ (the "Effective Date") and expires on _____.

3. The maximum amount that the Judicial Council may pay Contractor under this Work Order is \$_____.

4. This Work Order is issued pursuant to Master Agreement# @ Services between the State of California and the Contractor.

The Contractor is hereby authorized to, and shall provide the Work specified in the attached Work Order in accordance with the Agreement and the Work Order:

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

Attachment A – (Title)
Attachment B – (Title)

JBE'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)
BY (Authorized Signature) 	<div style="background-color: #4a90e2; border-radius: 15px; padding: 20px; width: 80%; margin: 0 auto;"> <p style="margin: 0;">Sample</p> <p style="margin: 0;">Do Not Sign</p> </div>
PRINTED NAME AND TITLE	
ADDRESS 455 Golden Gate San Francisco, CA	

ATTACHMENT 5
Master Agreement Terms and Conditions

EXHIBIT E – WORK ORDER FORM
Sample Document

Work Order Number	[Amendment Number]
Contractor Name	

Fund Title	Program/ Category	Item	Chapter	Statute	Fiscal Year	Object of Expenditure	Amount
Amount Encumbered by this Document:			Prior Amount Encumbered for this Contract:			Total Amount Encumbered to Date:	
\$			\$			\$	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.							
SIGNATURE OF ACCOUNTING OFFICER						DATE	
							

END OF EXHIBIT E

RFQ TITLE: Construction Plan Review and Inspection Services
RFQ Number: JBCP-2016-06-CP

**ATTACHMENT 6
ACCEPTANCE OF TERMS AND CONDITIONS**

Instructions: Mark the appropriate choice below and sign this attachment.

1. Submitter accepts Attachment 5: Master Agreement Terms and Conditions (“Attachment 5”) without exception.

OR

2. Submitter proposes exceptions or changes to Attachment 5. Submitter must also submit (i) a red-lined version of Attachment 5 that implements all proposed changes, and (ii) a written explanation or rationale for each exception or proposed change.

BY (<i>Authorized Signature</i>) 
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING

END OF ATTACHMENT

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

**ATTACHMENT 8
DVBE DECLARATION**

SECTION 1. MUST BE COMPLETED BY ALL DVBEs

Disabled Veteran Business Enterprise (DVBE) name: _____

DVBE Supplier ID number: _____

SECTION 2. MUST BE COMPLETED BY ALL DVBEs

Check only one box in Section 2 and provide original signatures of all disabled veteran (DV) owners and managers of the DVBE.

- I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code (MVC) section 999.2(b), of the goods and/or services provided by the DVBE in connection with the solicitation identified above.

- Pursuant to MVC 999.2(f), I (we) declare that the DVBE is a broker or agent for the following principal. (*Attach additional sheets if more than one principal*)
Principal Name: _____ Principal Phone: _____
Principal Address: _____

Disabled veteran owners and managers of the DVBE: (*attach additional sheets if necessary*)

<i>Printed Name of DV owner/manager</i>	<i>Date signed</i>
<i>Signature of DV owner/manager</i>	

<i>Printed Name of DV owner/manager</i>	<i>Date signed</i>
<i>Signature of DV owner/manager</i>	

<i>Printed Name of DV owner/manager</i>	<i>Date signed</i>
<i>Signature of DV owner/manager</i>	

SECTION 3. MUST BE COMPLETED BY DVBEs THAT PROVIDE RENTAL EQUIPMENT AND ARE NOT BROKERS/AGENTS

Skip this section if (i) the DVBE is not providing rental equipment or (ii) the DVBE indicated in Section 2 that it is a broker or agent.

Check applicable boxes in Section 3 and provide original signatures of all DV owners and managers of the DVBE.

- Pursuant to MVC 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with MVC 999 et seq.
- The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented in connection with this solicitation. I (we), the DV owner(s) of the equipment, have submitted to DGS my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in MVC 999.2 (c) and (g).

Disabled veteran owners of the DVBE: *(attach additional sheets if necessary)*

<i>Printed Name of DV owner</i>	<i>Tax ID Number of DV owner</i>
<i>Address of DV owner</i>	<i>DV owner Telephone Number</i>
<i>Signature of DV owner</i>	<i>Date signed</i>

<i>Printed Name of DV owner</i>	<i>Tax ID Number of DV owner</i>
<i>Address of DV owner</i>	<i>Telephone # of DV owner</i>
<i>Signature of DV owner</i>	<i>Date signed</i>

Disabled veteran managers of the DVBE: *(attach additional sheets if necessary)*

<i>Printed Name of DV manager</i>	<i>Date signed</i>
<i>Signature of DV manager</i>	

<i>Printed Name of DV manager</i>	<i>Date signed</i>
<i>Signature of DV manager</i>	

DVBE DECLARATION INSTRUCTIONS

General Instructions

In this form, (i) “Bidder” refers to a person or entity that submits a response to a competitive solicitation issued by the Judicial Council, including both IFBs and RFPs; and (ii) “bid” refers to a response to a competitive solicitation issued by the Judicial Council, including both IFBs and RFPs.

If Bidder wishes to claim the DVBE incentive in a solicitation where a DVBE incentive is offered, it must submit a DVBE Declaration completed by each DVBE that will provide goods and/or services in connection with its bid. If Bidder is itself a DVBE, it must complete the DVBE Declaration itself. If Bidder will use one or more DVBE subcontractors, each DVBE subcontractor must complete a DVBE Declaration.

If no DVBE incentive is offered, or Bidder does not wish to claim the DVBE incentive, Bidder should not submit a DVBE Declaration. In addition, if Bidder wishes to claim the DVBE incentive using a DVBE Business Utilization Plan (BUP) on file with DGS, Bidder should not submit a DVBE Declaration. Note that a BUP cannot be used to qualify for the DVBE incentive in a non-IT services solicitation.

The Judicial Council will determine whether Bidder is eligible to receive the DVBE incentive based on information provided in the DVBE Declaration. The Judicial Council may, but is not obligated to, verify or seek clarification of any information set forth in the DVBE Declaration. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

Instructions for Section 1

Provide the full legal name of the DVBE, and the DVBE’s Supplier ID number. This number is in the DVBE’s DGS Supplier Profile, accessible at <https://www.bidsync.com/DPXBisCASB>.

Instructions for Section 2

Check only one box. If the DVBE is not a broker or agent, check the first box. If the DVBE is a broker or agent, check the second box and provide the name, address, and phone number of the principal for which the DVBE is an agent or broker. Military and Veterans Code section 999.2(b) defines “broker” or “agent” as an individual or entity that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to the Judicial Council, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

All disabled veteran owners and managers of the DVBE must sign and date Section 2. If there are insufficient signature blocks for all disabled veteran owners and managers to sign, attach additional sheets.

Instructions for Section 3

The DVBE must complete Section 3 only if both of the following are true (i) the DVBE will provide rental equipment in connection with the contract, and (ii) the DVBE checked the first box in Section 2, indicating that it is not a broker or agent.

If (i) the DVBE will not provide rental equipment in connection with the contract, or (ii) the DVBE checked the second box in Section 2, indicating that it is a broker or agent, the DVBE should not check a box in Section 3 or provide the signatures in Section 3.

Check each box in Section 3 if the corresponding statements are true.

All disabled veteran owners of the DVBE must sign and date Section 3, in the signature blocks designated for disabled veteran owners. Each disabled veteran owner of the DVBE must also provide his or her tax ID number,

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address, and telephone number in the signature block. If there are insufficient signature blocks for all disabled veteran owners, attach additional sheets.

All disabled veteran managers of the DVBE must sign and date Section 3, in the signature blocks designated for disabled veteran managers. If there are insufficient signature blocks for all disabled veteran managers, attach additional sheets.

END OF ATTACHMENT

**ATTACHMENT 9
BIDDER DECLARATION**

Complete this form only if Bidder wishes to claim the DVBE incentive associated with this solicitation. Please review the “Bidder Declaration Instructions” prior to completing this form. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

SECTION I. COMPLETE IF BIDDER IS A DVBE

If Bidder is not a DVBE, skip this section.

1. DVBE Supplier ID number: _____
2. DVBE Certification active from _____ to _____
3. Percentage of the contract work Bidder will subcontract to **non-DVBE** subcontractors:

4. The disabled veteran owners and managers of Bidder must complete and sign the **DVBE Declaration** (a separate document). Bidder must submit the completed DVBE Declaration along with this Bidder Declaration.
5. Bidder must submit a copy of its DVBE certification along with this Bidder Declaration.

SECTION II. COMPLETE IF BIDDER HAS A DVBE BUSINESS UTILIZATION PLAN

Skip this section if (i) Bidder does not have an approved DVBE Business Utilization Plan (BUP) on file with DGS, or (ii) this solicitation is for non-IT services.

1. Date BUP was approved by DGS: _____
2. Date through which BUP is valid: _____
3. Bidder must submit a copy of its “Notice of Approved DVBE Business Utilization Plan” issued by DGS along with this Bidder Declaration.

SECTION III. COMPLETE IF BIDDER WILL USE DVBE SUBCONTRACTORS

Enter the total number of DVBE subcontractors (Subcontractors) that Bidder will use for this contract: _____

If the total number of DVBE Subcontractors Bidder will use is zero, skip this section.

Provide the following information or materials for **each** DVBE Subcontractor Bidder will use for this contract. Attach additional sheets if necessary.

1. Subcontractor name: _____
2. Subcontractor contact person: _____
3. Subcontractor address: _____
4. Subcontractor phone number: _____
5. Subcontractor email: _____
6. Subcontractor DVBE Supplier ID number: _____

7. Subcontractor DVBE Certification active from _____ to _____.
8. Bidder must submit a copy of Subcontractor’s DVBE certification along with this Bidder Declaration.
9. Describe the goods and/or services to be provided by Subcontractor in connection with the contract:

10. Explain how Subcontractor is performing a “commercially useful function” for purposes of this contract. (Please see the instructions for the definition of “commercially useful function.”)

11. Enter the percentage of the total bid price for the goods and/or services to be provided by Subcontractor: _____%
12. Provide written confirmation from Subcontractor that it will provide the goods and/or services identified above if Bidder is awarded the contract.
13. The disabled veteran owners and managers of Subcontractor must complete and sign the **DVBE Declaration** (a separate document). Bidder must submit the completed DVBE Declaration along with this Bidder Declaration.

SECTION IV. CERTIFICATION

I, the official named below, certify that the information provided in this form is true and correct. I am duly authorized to legally bind the Bidder to this certification. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Tax ID Number</i>
<i>Address</i>	<i>Telephone Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>

BIDDER DECLARATION INSTRUCTIONS

General Instructions

In this form, (i) “Bidder” refers to a person or entity that submits a response to a competitive solicitation issued by the Judicial Council, including both IFBs and RFPs; and (ii) “bid” refers to a response to a competitive solicitation issued by the Judicial Council, including both IFBs and RFPs.

If Bidder wishes to claim the DVBE incentive in a solicitation where a DVBE incentive is offered, it must complete the Bidder Declaration. If no DVBE incentive is offered, or Bidder does not wish to claim the DVBE incentive, Bidder should not complete the Bidder Declaration.

The Judicial Council will determine whether Bidder is eligible to receive the DVBE incentive based on information provided in the Bidder Declaration. The Judicial Council may, but is not obligated to, verify or seek clarification of any information set forth in the Bidder Declaration. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

Instructions for Section I

1. Provide Bidder’s DVBE Supplier ID number, if applicable. This number is in Bidder’s DGS Supplier Profile, accessible at <https://www.bidsync.com/DPXBisCASB>.
2. Provide the applicable dates. These dates are listed in Bidder’s DGS Supplier Profile, accessible at <https://www.bidsync.com/DPXBisCASB>.
3. This percentage is equal to the amount to be paid by Bidder to the non-DVBE subcontractors divided by Bidder’s total bid price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by Bidder to non-DVBE subcontractor is \$35,000 and Bidder’s total bid price is \$125,000, enter “28%” ($35000 \div 125000 = 0.28$; $0.28 \times 100 = 28$).
4. The DVBE Declaration is separate from the Bidder Declaration. The Bidder must submit along with the Bidder Declaration a DVBE Declaration completed and signed by the disabled veteran owners and managers of Bidder.
5. Each entity certified as a DVBE by DGS will have received a DVBE certification. Bidder must submit a copy of its DVBE certification.

Instructions for Section II

Please skip this section if (i) Bidder does not have an approved Business Utilization Plan (BUP) on file with DGS, or (ii) this solicitation is for non-IT services.

1. Provide the date on which DGS approved Bidder’s BUP.
2. Provide the date through which the BUP is valid.
3. Bidder must provide a copy of its “Notice of Approved DVBE Business Utilization Plan” issued by DGS. This copy must be provided along with the Bidder Declaration.

Instructions for Section III

A DVBE Subcontractor (Subcontractor) is any certified DVBE (whether a person, firm, corporation, or organization) contracting to perform part of Bidder’s contract.

Enter the total number of Subcontractors Bidder will use for the contract. If the number is zero, skip to Section IV. Otherwise, provide complete information (items 1-13 of Section III) for **each** Subcontractor.

1. Provide the full legal name of Subcontractor.
2. Provide the name of a contact person at Subcontractor. The contact person must be able to verify the information provided in the Bidder Declaration regarding that Subcontractor.

3. Provide the full address of Subcontractor.
4. Provide Subcontractor's phone number, including area code.
5. Provide Subcontractor's email address. If Subcontractor does not have an email address, insert "N/A."
6. Provide Subcontractor's DVBE Supplier ID number. This number is in Subcontractor's DGS Supplier Profile, accessible at <https://www.bidsync.com/DPXBisCASB>.
7. Provide the applicable dates. These dates are in Subcontractor's DGS Supplier Profile, accessible at <https://www.bidsync.com/DPXBisCASB>.
8. Each entity certified as a DVBE by DGS will have received a DVBE certification. Bidder must submit a copy of each Subcontractor's DVBE certification. Provide a copy of Subcontractor's DVBE certification.
9. Provide a detailed description of the goods and/or services Subcontractor will provide for the contract.
10. Provide an explanation of how Subcontractor's goods and/or services constitute a "commercially useful function" for purposes of the contract. Pursuant to Military and Veterans Code section 999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does all of the following: (i) is responsible for the execution of a distinct element of the work of the contract; (ii) carries out the obligation by actually performing, managing, or supervising the work involved; (iii) performs work that is normal for its business services and functions; (iv) is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and (v) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. Note: a person or entity will not be considered to perform a "commercially useful function" if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DVBE participation.
11. This percentage is equal to the amount to be paid by Bidder to Subcontractor divided by Bidder's total bid price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by Bidder to Subcontractor is \$6,600 and Bidder's total bid price is \$75,000, enter "8.8%" ($6600 \div 75000 = 0.088$; $0.088 \times 100 = 8.8$).
12. The Bidder must submit a written confirmation from the Subcontractor, indicating that Subcontractor will provide the required goods and/or services if Bidder is awarded the contract.
13. The DVBE Declaration is a separate form from the Bidder Declaration. The Bidder must submit along with the Bidder Declaration a DVBE Declaration completed and signed by the disabled veteran owners and managers of the Subcontractor.

Instructions for Section IV

Provide Bidder's full legal name, and federal ID number, address, and telephone number in the appropriate boxes. The certification must be signed by an authorized Bidder representative in the box labeled "*By (Authorized Signature).*" Provide the name and title of the authorized Bidder representative, and the date, county and state where that person signed the certification, in the appropriate boxes.

**ATTACHMENT 10
GENERAL CERTIFICATIONS**

Check the box below, if agreed, and sign this attachment. Please note that the Judicial Council will reject a proposal from a Proposer that does not indicate acceptance of these clauses.

Conflict of Interest. Proposer has no interest that would constitute a conflict of interest under California Public Contract Code (PCC) sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with judicial branch entities.

Suspension or Debarment. Proposer certifies that neither Proposer nor any of Proposer’s intended subcontractors is on the California Department of General Services’ list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 10115.10, regarding disabled veteran business enterprises.

Tax Delinquency. Proposer certifies that it is not on either (i) the California Franchise Tax Board’s list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization’s list of 500 largest delinquent sales and use tax accounts.

Conflict Minerals. Proposer certifies that either (i) it is not a scrutinized company as defined in PCC 10490(b), or (ii) the goods or services the Proposer would provide to the JBE are not related to products or services that are the reason the Proposer must comply with Section 13(p) of the Securities Exchange Act of 1934. (Note: PCC 10490(b) defines a “scrutinized company” as “a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.”)

Check box to indicate acceptance of the clauses above.

BY (Authorized Signature) 
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING

**ATTACHMENT 11
 DARFUR CONTRACTING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 10478, if a bidder currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a “scrutinized company” as defined in PCC 10476, or (ii) receive written permission from the JBE to submit a bid.

To submit a bid to the Judicial Council, the bidder must insert its company name and Federal ID Number below and complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Checking Box (for paragraph 1 or 2 below)</i>	

1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the JBE to submit a bid pursuant to PCC 10477(b). A *copy of the written permission from the JBE is included with our bid.*

OR

3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a “scrutinized company” as defined in PCC 10476.

CERTIFICATION FOR PARAGRAPH 3:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder to the clause in paragraph 3. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>

**ATTACHMENT 12
IRAN CONTRACTING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a bid to the JBE, you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 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 current list of persons engaged in investment activities in Iran created by DGS.

OR

2. We have received written permission from the JBE to submit a bid pursuant to PCC 2203(c) or (d). *A copy of the written permission from the JBE is included with our bid.*

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below certify that I am duly authorized to legally bind the bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>	