



STANDARD AGREEMENT rev July 2017

AGREEMENT NUMBER [Agreement number]

- In this agreement (“Agreement”), the term “Consultant” refers to **[Consultant name]**, and the term “Judicial Council” refers to the **Judicial Council of California**.
- This Agreement is effective as of **[Date]** (“Effective Date”) and expires on **[Date]** (“Expiration Date”). This Agreement includes two (2) additional periods for two (2) year terms (“Option Term(s)”).
- The purpose of this Agreement is to authorize the Consultant to develop, implement, and maintain safety programs for a wide variety of trades and work environments, ranging from office suites to high rise construction sites.
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.
- The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

- Appendix A – Special Provisions
- Appendix B – Payment Provisions
- Appendix C – General Provisions
- Appendix D – Defined Terms
- Appendix E – Work Authorization Form / Emergency Work Authorization Form
- Appendix F – Pricing Schedule
- Appendix G – Key Personnel
- Appendix H – Statement of Work
- Appendix I – Unruh Civil Rights Act and FEHA Certification

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

APPENDIX A
SPECIAL PROVISIONS

1. Background and Purpose.

- 1.1** The Judicial Council requires the Services or Work of Consultant to develop, implement, and maintain a coordinated and comprehensive statewide safety program for a variety of trades and work environments. Services or Work shall include, but are not limited to, risk asset and mitigation, safety program development and implementation, safety training development and delivery, site inspection and monitoring, incident investigation, analysis, and mitigation, as well as Owner Controlled Insurance Program (“OCIP”) and Consultant Controlled Insurance Program (“CCIP”) safety management and oversight. Consultant to assist the Judicial Council’s Risk Management Unit to ensure consistency in standards of performance and outcomes for its safety program. The Judicial Council’s portfolio includes over five hundred courthouses, with operations ranging from office workers to high rise construction sites.
- 1.2** Consultant shall respond to emergency events (Priority 1 (“P1”)), and/or scheduled events (Priority 2 (“P2”)). For example, P1 services may include onsite incident investigation services required immediately after the occurrence of an accident, or development of a site cleanup and safety plan preceding a natural disaster. Services and Work taking place under P1 events will be authorized and issued by the Facilities Services Office. Scheduled P2 Services or Work will be issued by Service Work Order(s) authorized via the Judicial Council’s Computer Facilities Management (“CAFM”) system. See Appendix A, Section 2.8 for detail regarding the Judicial Council’s Work Order Authorization Process.

2. Services.

- 2.1 Description of Services.** Consultant shall perform the Services or Work specified in Appendix H, statement of work (“SOW”), and as further delineated in authorized Service Work Orders under this Agreement. The dates of performance and schedule of Services or Work will be issued on a Service Work Order by Services Work Order Basis. Consultant agrees to provide and perform the Services or Work set forth in this Agreement and authorized Service Work Orders, as well as any other services that are necessary, normal, customary, or incidental to the performance of Consultant’s responsibilities. The Service Work Order may contain additional terms and conditions regarding the Services or Work that are applicable to the authorized Service Work Order. However, no provision of any authorized Service Work Order may act to modify or shall conflict with the terms and conditions of this Agreement.

The general Services or Work performed by the Consultant under this Agreement and any authorized Service Work Order includes but is not limited to, health and safety related services, to assist the Judicial Council in developing, implementing, and maintaining its safety program.

- 2.2 Description of Deliverables.** Consultant shall deliver to the Judicial Council all work products for health and safety services (“Deliverables”) to be created, developed, produced, delivered, performed or provided by the Consultant (or any agent, consultant or Subcontractor of Consultant) to the Judicial Council in connection with Services or Work performed under the Agreement and in authorized Service Work Orders. Deliverables are including, but not limited to the following:

- A.** Consultant shall provide written reports documenting actions, observations, findings, and recommendations for Services or Work performed. Consultant shall develop, implement and maintain training program modules and program related manuals covering, but not limited to, topics noted in Appendix H, Statement of Work.

- 2.3 Acceptance Criteria.** The Services and Deliverables must meet the following acceptance criteria or the Judicial Council may reject the applicable Services or Deliverables. Subject to written approval, the Judicial Council's Project Manager will notify Consultant of the acceptance or rejection of the Services and Deliverables. Consultant will not be paid for any rejected Services or Deliverables.
- A. Timeliness: The Service or Work was delivered on time;
 - B. Completeness: The Service or Work contained the Data, Materials, and features required in the authorized Service Work Order.
 - C. Technical Accuracy: The Service or Work is accurate as measured against commonly accepted practices (i.e. a statistical formula, an industry standard, or de facto marketplace standard), and concepts are presented logically and clearly.
- 2.4 Project Managers.** The Judicial Council's project manager is an assigned representative or designee of the Judicial Council. The Judicial Council may change its project manager at any time upon notice to Consultant without need for an amendment to this Agreement. Consultant's project manager is an assigned representative or designee of the Consultant. Subject to written approval by the Judicial Council, Consultant may change its project manager without need for an amendment to this Agreement.
- 2.5 Service Warranties.** Consultant warrants that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Consultant will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Consultant warrants that each Deliverable will conform to and perform in accordance with the requirements of this Agreement and all applicable specifications and documentation. For each such Deliverable, the foregoing warranty shall commence for such Deliverable upon the Judicial Council's acceptance of such Deliverable, and shall continue for a period of one (1) year following acceptance. In the event any Deliverable does not conform to the foregoing warranty, Consultant shall promptly correct all nonconformities to the satisfaction of the Judicial Council.
- 2.6 Resources.** Consultant is responsible for providing any and all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for performance of the Services and to meet Consultant's obligations under this Agreement.
- 2.7 Commencement of Performance.** This Agreement is of no force and effect until signed by both parties and all Judicial Council-required approvals are secured. Any commencement of performance prior to Agreement approval shall be at Consultant's own risk.
- 2.8 Work Order Authorization Process.**
- 2.8.1 The Judicial Council will authorize the performance of Services or Work and spending of funds for all emergency P1 events under this Agreement via the submission of the Emergency Work Authorization Form (Appendix E) to the Consultant's Project Manager. Consultant will provide an estimate of the Time and Materials required to perform the emergency Services or Work when completing the Emergency Work Authorization Form. P1 Services or Work will be subject to the specific authorization and funding applicable to the P1 Service Work Order.
 - 2.8.2 The Judicial Council will authorize the performance of Services or Work and spending of funds for all scheduled P2 events under this Agreement via Service Work Order(s) which shall be substantially in the format provided in Appendix E, and authorized in the Service Work Order Process described below.
 - A. Service Work Order(s) will be issued through the Judicial Council's Computer Aided Facility Management ("CAFM") system. Service Work Orders must be "accepted" by the Service Provider within the CAFM system. This involves the Service Provider logging into CAFM, opening the SWO, and clicking the "accept" button. Acceptance of a Service Work Order in CAFM authorizes the commencement of Services or Work. A written document will be provided by the Judicial Council via CAFM software system that summarizes the Project details and references all other documents incorporated within the Project. CAFM or Computer Aided Facility Management, in the context of this Agreement and wherever used herein, the CAFM

system is, and shall be construed to mean, the system currently used by the Judicial Council to issue Service Work Orders and track work progress, or any other such system subsequently implemented for those or similar purposes by the Judicial Council at the Judicial Council's sole discretion.

- B. The Judicial Council's Project Manager will provide the Consultant with a Services Request Form ("Proposal"), describing the Services or Work to be performed. The Judicial Council will have completed Part 1 of the Proposal as follows:
 - i. Describe in full the Services or Work to be performed, including the location(s) of the required Services or Work;
 - ii. Requested start and completion dates for the Services and Work to be performed;
 - iii. Designate whether the Services or Work will be performed on a Firm Fixed Price and/or Time and Materials Not-To-Exceed basis.
- C. Upon receipt, Consultant will, based upon the Services or Work requested by the Judicial Council, complete Part 2 of the Proposal.
 - i. Assign and provide name and address information of the Consultant's Project Manager who will be assigned the Service Work Order.
 - ii. Provide a statement of work or a narrative work plan with regard to performance of the Services or Work, including any assumptions and/ or conditions applicable to performance of the Service or Work.
 - iii. If agreed to, provide revised start and completion dates for the Services or Work.
 - iv. Identify any Subconsultants, or personnel who will be assigned to perform the Services or Work, if applicable. See Appendix C, Section 8, regarding the Judicial Council's provision for Subcontracting under this Agreement.
 - v. Consultant must set forth their price proposal for the requested Services or Work in Part 2 of the Work Authorization Form, which must be consistent with or less than the agreed upon pricing in Appendix F, and also on the same basis as the Work Authorization Form.
 - vi. Upon completion, Consultant shall submit the Proposal to the Judicial Council's Project Manager via e-mail.
- D. Judicial Council will review the Proposals submitted by the Consultant and make a selection based on cost and scope of work proposed.
- E. Submission of Consultant's Proposal is available for acceptance and may not expire or be revoked for sixty (60) Business Days following the date submitted to Judicial Council's Project Manager.
- F. If the Judicial Council accepts the Consultant's cost and scope of work proposed in the Proposal, the Judicial Council will notify the Consultant and authorize the issuance of a Service Work Order for the Services or Work as specified.
- G. The acceptance of the Service Work Order by the Service Provider in the Judicial Council's CAFM System shall authorize the Services or Work as specified. Any commencement of Work or any expenditure made prior to Consultant's receipt of an electronically approved Service Work Order issued through CAFM, shall be made at Consultant's sole risk.
- H. The Judicial Council's Project Manager named in Service Work Order shall monitor and evaluate the Consultant's performance. All request and communications between Judicial Council and the Consultant regarding the Services or Work must be made through the Judicial Council's designated Project Manager.
- I. Compensation shall either be a Firm Fixed Price or Time and Materials Not-To-Exceed basis for Services or Work at the billing rates set forth in this Agreement, Appendix F, Pricing Schedule, and in future cost and scope of work submitted by the Consultant.

2.9 Stop Work Orders.

- A.** The Judicial Council may, at any time, by Notice to Consultant, require Consultant to stop all or any part of the Services for a period up to ninety (90) days after the Notice is delivered to Consultant, and for any further period to which the parties may agree (“Stop Work Order”). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Consultant, or within any extension of that period to which the parties shall have agreed, the Judicial Council shall either (i) cancel the Stop Work Order; or (ii) terminate the Services covered by the Stop Work Order as provided for in this Agreement.
 - B.** If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Consultant shall resume the performance of Services. The Judicial Council shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:

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

END OF APPENDIX A

APPENDIX B

Payment Provisions

1. **General.** Subject to the terms of this Agreement, Consultant shall invoice the Judicial Council, and the Judicial Council shall compensate Consultant, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Consultant for its performance under this Agreement. Consultant shall bear, and the Judicial Council shall have no obligation to pay or reimburse Consultant for, any and all other fees, costs, profits, taxes or expenses of any nature which Consultant incurs.
2. **Compensation for Services.**
 - 2.1 **Payment.** The Judicial Council will pay each correct, itemized invoice received from the Consultant after acceptance of the applicable Services and Deliverables, in accordance with the terms of this Agreement and for authorized Service Work Orders. Consultant shall bear, and the Judicial Council shall have no obligation to pay or reimburse Consultant for, any and all other fees, costs, profits, taxes or expenses of any nature which Consultant incurs. Notwithstanding any provision in this Agreement to the contrary, payment to the Consultant is contingent upon the timely and satisfactory performance of the Consultant's obligations under this Agreement.
 - A. The total amount the Judicial Council may pay to Consultant under this Agreement ("Contract Amount") shall not in any event exceed all Total Amounts Encumbered to Date on Service Work Orders authorized under this Agreement.
 - B. For performing the Services or Work under this Agreement, and in authorized Service Work Orders, the Judicial Council shall compensate the Consultant for the actual cost at the Firm Fixed price or Time and Materials Not to Exceed basis at Hourly Rates set forth in Appendix F.
 - C. The Hourly Rates set forth in Appendix F are inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Consultant for Services or Work rendered to the Judicial Council.
 - D. The Consultant shall not charge nor shall the Judicial Council pay any overtime rate.
 - F. Consultant shall not invoice the Judicial Council, and the Judicial Council has not obligation to reimburse Consultant for expenses of any type that exceed the aggregate amount for Services or Work Contracted under this Agreement.
 - 2.2 **Withholding.** When making a payment tied to the acceptance of Deliverables, the Judicial Council shall have the right to withhold ten percent (10%) of each such payment until the Judicial Council accepts the final Deliverable.
 - 2.3 **No Advance Payment.** The Judicial Council will not make any advance payment for Services.
 - 2.4 **Progress Payments.** The Judicial Council may make progress payments for Services or Work. On a monthly basis, Consultant shall submit to the Judicial Council an application for payment based upon the actual value for services performed under the Service Work Order, up to the last day of the previous month ("Application for Payment"). The Project Manager will review the Application for Payment and approve the Application for Payment if the Application for Payment is valid and correct.
3. **Expenses.** Except as set forth in this section, no expenses relating to the Goods, Services, and Deliverables shall be reimbursed by the Judicial Council.
 - 3.1 **Allowable Expenses.** Consultant may submit for reimbursement, without mark-up, only the following categories of expense: equipment rental expenses based on paid invoices provided that Consultant obtained the required approval from the Judicial Council's Project Manager before the expenses were incurred, overnight mail delivery fees, courier fees, document preparation fees, and travel expenses.
 - 3.2 **Limit on Travel Expenses.** If travel expenses are allowed under Section 3.1 above: (i) all travel is subject to written preauthorization and approval by the Judicial Council, and (ii) all travel expenses are

limited to the maximum amounts set forth in the Judicial Council's travel expense policy herein Appendix B, section 4.

3.3 Expense Limit. Consultant shall not invoice the Judicial Council, and the Judicial Council has no obligation to reimburse Consultant, for expenses of any type that are not authorized under this Agreement.

3.4 Required Certification. Consultant must include with any request for reimbursement from the Judicial Council a certification that Consultant is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Consultant incurs costs or makes expenditures to assist, promote or deter union organizing, Consultant will maintain records sufficient to show that no reimbursement from the Judicial Council was sought for these costs, and Consultant will provide those records to the Attorney General upon request.

4. Judicial Council Travel Policy.

4.1 For overnight travel, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) California Department of Human Resources guidelines, the Judicial Council will reimburse lodging expenses incurred while traveling, at Consultant's actual cost. Lodging costs may not exceed \$250 (per day per person), plus tax and energy surcharge in San Francisco county; \$125 (per day per person), plus tax and energy surcharge in Monterey and San Diego counties; \$120 (per day per person), plus tax and energy surcharge in Los Angeles, Orange and Ventura counties; \$140 (per day per person), plus tax and energy surcharge in Alameda, San Mateo, and Santa Clara counties; or \$110 (per day per person), plus tax and energy surcharge in all other California counties. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per Day: breakfast~**\$8.00**; lunch~**\$12.00**; dinner~**\$20.00**; and/or incidentals~**\$6.00**.

4.2 For necessary private vehicle ground transportation usage, the Judicial Council will reimburse the Consultant at the applicable IRS-approved rate per mile.

4.3 Upon the Project Manager's request, the Consultant shall provide copies of receipts for reimbursement of transportation, lodging, and meal expenses.

5. Invoicing and Payment

5.1 Invoicing.

A. Consultant shall submit invoices to the Judicial Council in arrears no more frequently than monthly. Consultant's invoices must include information and supporting documentation acceptable to the Judicial Council. Consultant shall provide separate invoices for each authorized Service Work Order. Consultant shall adhere to reasonable billing guidelines issued by the Judicial Council from time to time. Invoices shall clearly indicate the following:

- i. The Service Work Order Number and FM number;
- ii. The Agreement Number;
- iii. Consultant's unique invoice number;
- iv. Taxpayer identification number (the Consultant's federal employer identification number);
- v. Description of the completed Work, including services rendered, indicate if Services provided were for P1 or P2 event(s), hours worked, Task(s) performed, and/or Deliverable(s) made, as appropriate;
- vi. Progress Payments shall include an application for payment based upon the actual value for services performed under the Service Work Order, up to the last day of the previous month;
- vii. The contractual charges, including the appropriate rate(s) or firm fixed price(s) allowable under this Agreement and;
- viii. Consultant's name and preferred remittance address, if different from the mailing address.

Consultant shall include a copy of the authorized Work Authorization Form or Emergency Work Authorization Form with all invoices.

- B. Consultant shall include in their invoice an itemized breakdown of any Allowable Expenses noted above in section 3, including travel costs, and the Judicial Council Project Manager's written preauthorization and approval of said expenses.
- C. The Consultant shall submit one (1) original invoice by email to the Judicial Council to:

Eric.Winchester@jud.ca.gov

Email a carbon copy ("cc") to the Judicial Council's Project Manager noted in the Service Work Order:

[Judicial Council's Project Manager's email]

The Consultant shall submit one (1) original invoice by mail to the Judicial Council, Accounts Payable:

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

- 5.2 Payment.** The Judicial Council will pay each correct, itemized invoice received from Consultant after acceptance of the applicable Services, or Deliverables, in accordance with the terms of this Agreement. Notwithstanding any provision in this Agreement to the contrary, payments to Consultant are contingent upon the timely and satisfactory performance of Consultant's obligations under this Agreement.
- 5.3 No Implied Acceptance.** Payment does not imply acceptance of Consultant's invoice, Services, or Deliverables. Consultant shall immediately refund any payment made in error. The Judicial Council shall have the right at any time to set off any amount owing from Consultant to the Judicial Council against any amount payable by the Judicial Council to Consultant under this Agreement.
- 6. Taxes.** Unless otherwise required by law, the Judicial Council is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Consultant or on any taxes levied on employee wages. The Judicial Council shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the Judicial Council pursuant to this Agreement.
- 7.** At the start of Option Terms, hourly rates of this Agreement shall be adjusted by the Consumer Price Index (CPI), California, All Urban Consumers Series, for the previous 12 months. "CPI" means the unadjusted Consumer Price Index (above) as calculated by the California Bureau of Labor Statistics. The California Department of Finance posts CPI data on their website at the following link:
<http://www.dof.ca.gov/Forecasting/Economics/Indicators/Inflation/>.
- 8.** Revised hourly rates for the Agreement in Option Terms shall not exceed the percentage difference of the most recently reported CPI for the previous 12 months; provided, however, that in no event shall the amount of the increase exceed five percent (5%) per year.

END OF APPENDIX B

ATTACHMENT 2

APPENDIX C

General Provisions

1. Provisions Applicable to Services

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

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

- 2.1 **Authority.** Consultant has authority to enter into and perform its obligations under this Agreement, and Consultant's signatory has authority to bind Consultant to this Agreement.
- 2.2 **Not an Expatriate Corporation.** Consultant is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the Judicial Council.
- 2.3 **No Gratuities.** Consultant has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- 2.4 **No Conflict of Interest.** Consultant has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- 2.5 **No Interference with Other Contracts.** To the best of Consultant's knowledge, this Agreement does not create a material conflict of interest or default under any of Consultant's other contracts.
- 2.6 **No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Consultant's ability to perform the Services.
- 2.7 **Compliance with Laws Generally.** Consultant complies in all material respects with all laws, rules, and regulations applicable to Consultant's business and services.
- 2.8 **Drug Free Workplace.** Consultant provides a drug free workplace as required by California Government Code sections 8355 through 8357.

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

3. Insurance

- 3.1 Basic Coverage.** Consultant shall provide and maintain at the Judicial Council's discretion and Consultant's expense the following insurance during the Term:
- A. Commercial General Liability.** The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.
 - B. Workers Compensation and Employer's Liability.** The policy is required only if Consultant has employees. The policy must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.
 - C. Automobile Liability.** This policy is required only if Consultant uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Consultant's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.
 - D. Professional Liability.** This policy is required only if Consultant performs professional services under this Agreement. The policy must cover liability resulting from any act, error, or omission committed in Consultant's performance of Services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Consultant shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.
- 3.2 Umbrella Policies.** Consultant may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
- 3.3 Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits

required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.

- 3.4 Deductibles and Self-Insured Retentions.** Consultant shall declare to the Judicial Council all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to the Judicial Council's approval. Deductibles and self-insured retentions do not limit Consultant's liability.
- 3.5 Additional Insured Endorsements.** Consultant's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Judicial Council, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.
- 3.6 Certificates of Insurance.** Before Consultant begins performing Services, Consultant shall give the Judicial Council certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days' prior written notice to the Judicial Council.
- 3.7 Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
- 3.8 Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Judicial Council, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
- 3.9 Partnerships.** If Consultant is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- 3.10 Consequence of Lapse.** If required insurance lapses during the Term, the Judicial Council is not required to process invoices after such lapse until Consultant provides evidence of reinstatement that is effective as of the lapse date.
- 4. Indemnity.** Consultant will defend (with counsel satisfactory to the Judicial Council or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Goods, (ii) an act or omission of Consultant, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Goods, Services, or Deliverables. Consultant shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Judicial Council's prior written consent, which consent shall not be unreasonably withheld; and the Judicial Council shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Consultant's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

5. **Option Term.** Unless Section 2 of the Coversheet indicates that an Option Term is not applicable, the Judicial Council may, at its sole option, extend this Agreement for two (2), two (2) year terms, at the end of which Option Term this Agreement shall expire. In order to exercise this Option Term, the Judicial Council must send Notice to Consultant at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Consultant's signature.
6. **Tax Delinquency.** Consultant must provide notice to the Judicial Council immediately if Consultant has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The Judicial Council may terminate this Agreement immediately "for cause" pursuant to Section 7.2 below if (i) Consultant fails to provide the notice required above, or (ii) Consultant is included on either list mentioned above.
7. **Termination**
 - 7.1 **Termination for Convenience.** The Judicial Council may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Judicial Council, Consultant shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.
 - 7.2 **Termination for Cause.** The Judicial Council may terminate this Agreement, in whole or in part, immediately "for cause" if (i) Consultant fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the Judicial Council, is not capable of being cured within this cure period); (ii) Consultant or Consultant's creditors file a petition as to Consultant's bankruptcy or insolvency, or Consultant is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Consultant makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.
 - 7.3 **Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.
 - 7.4 **Termination for Changes in Budget or Law.** The Judicial Council's payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The Judicial Council may terminate this Agreement or limit Consultant's Services (and reduce proportionately Consultant's fees) upon Notice to Consultant without prejudice to any right or remedy of the Judicial Council if: (i) expected or actual funding to compensate Consultant is withdrawn, reduced or limited; or (ii) the Judicial Council determines that Consultant's performance under this Agreement has become infeasible due to changes in applicable laws.
 - 7.5 **Rights and Remedies of the Judicial Council.**
 - A. *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Consultant shall notify the Judicial Council immediately if Consultant is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Consultant is in default, the Judicial Council may do any of the following: (i) withhold all or any portion of a payment otherwise due to Consultant, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Consultant; (ii) require Consultant to enter into nonbinding mediation; (iii) exercise, following Notice, the Judicial Council's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.
 - B. *Replacement.* If the Judicial Council terminates this Agreement in whole or in part for cause, the Judicial Council may acquire from third parties, under the terms and in the manner the Judicial

Council considers appropriate, goods or services equivalent to those terminated, and Consultant shall be liable to the Judicial Council for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Judicial Council for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Judicial Council. Consultant shall continue any Services not terminated hereunder.

C. *Delivery of Materials.* In the event of any expiration or termination of this Agreement, Consultant shall promptly provide the Judicial Council with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any Judicial Council-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the Judicial Council shall not be liable to Consultant for compensation or damages incurred as a result of such termination; provided that if the Judicial Council’s termination is not for cause, the Judicial Council shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the Judicial Council’s termination Notice.

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

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

9. **Notices.** Notices must be sent to the following address and recipient:

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

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

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

10.1 **Union Activities Restrictions.** *If the Contract Amount is over \$50,000, this section is applicable.* Consultant agrees that no Judicial Council funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Consultant incurs costs, or makes expenditures to assist, promote or deter union organizing, Consultant will maintain records sufficient to show that no Judicial Council funds were used for those expenditures. Consultant will provide those records to the Attorney General upon request.

10.2 **Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Consultant is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3 which places limitations on contracts with contractors

who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

- 10.3 Child Support Compliance Act.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Consultant recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Consultant provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 10.4 Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Consultant shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
- 10.5 Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Consultant did not provide to Judicial Council an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Consultant certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Judicial Council to enter into this Agreement pursuant to PCC 2203(c).
- 10.6 Loss Leader Prohibition.** *If this Agreement involves the purchase of goods, this section is applicable.* Consultant shall not sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.
- 10.7 Recycling.** *If this Agreement provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable.* Consultant shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Consultant shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.
- 10.8 Sweatshop Labor.** *If this Agreement provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable.* Consultant certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Judicial Council under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Consultant adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Consultant agrees to cooperate fully in providing reasonable access to Consultant's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Consultant's compliance with the requirements under this section and shall provide the same rights of access to the Judicial Council.

- 10.9 Federal Funding Requirements.** *If this Agreement is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the Judicial Council by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds. The Judicial Council may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.
- 10.10 DVBE Commitment.** *This section is applicable if Consultant received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement.* Consultant's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Consultant used DVBE subcontractor(s) in connection with this Agreement: (i) Consultant must use the DVBE subcontractors identified in its bid or proposal, unless the Judicial Council approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Consultant must within sixty (60) days of receiving final payment under this Agreement certify in a report to the Judicial Council: (1) the total amount of money Consultant received under the Agreement; (2) the name and address of each DVBE subcontractor to which Consultant subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Consultant in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.
- 10.11 Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Consultant shall assign to the Judicial Council all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Consultant for sale to the Judicial Council. Such assignment shall be made and become effective at the time the Judicial Council tenders final payment to Consultant. If the Judicial Council receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Consultant shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Judicial Council any portion of the recovery, including treble damages, attributable to overcharges that were paid by Consultant but were not paid by the Judicial Council as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Consultant, the Judicial Council shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Consultant has been or may have been injured by the violation of law for which the cause of action arose and (a) the Judicial Council has not been injured thereby, or (b) the Judicial Council declines to file a court action for the cause of action.
- 10.12 Legal Services.** *If this Agreement is for legal services, this section is applicable.* Consultant shall: (i) adhere to legal cost and billing guidelines designated by the Judicial Council; (ii) adhere to litigation plans designated by the Judicial Council, if applicable; (iii) adhere to case phasing of activities designated by the Judicial Council, if applicable; (iv) submit and adhere to legal budgets as designated by the Judicial Council; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the Judicial Council; and (vi) submit to legal bill audits and law firm audits if so requested by the Judicial Council, whether conducted by employees or designees of the Judicial Council or by any legal cost-control provider retained by the Judicial Council for that purpose. Consultant may be required to submit to a legal cost and utilization review as determined by the Judicial Council. If (a) the Contract Amount is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-

income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Consultant agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the Contract Amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.

10.13 Good Standing. *If Consultant is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable.* Consultant is, and will remain for the Term, qualified to do business and in good standing in California.

10.14 Equipment Purchases. *If this Agreement includes the purchase of equipment, this section is applicable.* The Judicial Council may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Consultant's invoice to the Judicial Council, or require Consultant to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Judicial Council at no expense to the Judicial Council. If a theft occurs, Consultant must file a police report immediately.

10.15 Four-Digit Date Compliance. *If this Agreement includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Consultant represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the Judicial Council. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.

10.16 Janitorial Services or Building Maintenance Services. *If this Agreement is for janitorial or building maintenance services, this section is applicable.* If this Agreement requires Consultant to perform Services at a new site, Consultant shall retain for sixty (60) days all employees currently employed at that site by any previous contractor that performed the same services at the site. Consultant shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.

10.17 Small Business Preference Commitment. *This section is applicable if Consultant received a small business preference in connection with this Agreement.* Consultant's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Consultant must within sixty (60) days of receiving final payment under this Agreement report to the Judicial Council the actual percentage of small/micro business participation that was achieved. If Consultant is a nonprofit veteran service agency ("NVSA"), Consultant must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

11. Miscellaneous Provisions.

11.1 Independent Contractor. Consultant is an independent contractor to the Judicial Council. No employer-employee, partnership, joint venture, or agency relationship exists between Consultant and the Judicial Council. Consultant has no authority to bind or incur any obligation on behalf of the Judicial Council. If any governmental entity concludes that Consultant is not an independent contractor, the Judicial Council may terminate this Agreement immediately upon Notice.

11.2 GAAP Compliance. Consultant maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.

11.3 Audit. Consultant must allow the Judicial Council or its designees to review and audit Consultant's (and any subcontractors') documents and records relating to this Agreement, and Consultant (and its

subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Consultant (or any subcontractor) is not in compliance with this Agreement, Consultant shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Consultant has overcharged the Judicial Council five percent (5%) or more during the time period subject to audit, Consultant must reimburse the Judicial Council in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.

- 11.4 Licenses and Permits.** Consultant shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or the delivery of the Goods. Consultant will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
- 11.5 Confidential Information.** During the Term and at all times thereafter, Consultant will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Judicial Council's express prior written consent on a case-by-case basis. Consultant will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Consultant at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Consultant will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Consultant protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The Judicial Council owns all right, title and interest in the Confidential Information. Consultant will notify the Judicial Council promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Judicial Council to protect such Confidential Information. Upon the Judicial Council's request and upon any termination or expiration of this Agreement, Consultant will promptly (a) return to the Judicial Council or, if so directed by the Judicial Council, destroy all Confidential Information (in every form and medium), and (b) certify to the Judicial Council in writing that Consultant has fully complied with the foregoing obligations. Consultant acknowledges that there can be no adequate remedy at law for any breach of Consultant's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the Judicial Council shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.
- 11.6 Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Consultant hereby assigns to the Judicial Council ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Consultant agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Consultant shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the Judicial Council.
- 11.7 Publicity.** Consultant shall not make any public announcement or press release about this Agreement without the prior written approval of the Judicial Council.
- 11.8 Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
- 11.9 Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.

- 11.10 Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Judicial Council. A waiver of enforcement of any of this Agreement's terms or conditions by the Judicial Council is effective only if expressly agreed in writing by a duly authorized officer of the Judicial Council. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.11 Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
- 11.12 Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.
- 11.13 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 11.14 Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.
- 11.15 Time of the Essence.** Time is of the essence in Consultant's performance under this Agreement.
- 11.16 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.
- 11.17 Public Works Provisions.** Consultant warrants and certifies that it is aware of the provisions of California Labor Code section 1720 et seq. ("Prevailing Wage Laws") that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects, as set forth and defined therein. Since the Consultant may be performing Services as part of or in conjunction with an applicable "public works" or "maintenance" project, and since the total compensation is One Thousand Dollars (\$1,000) or more, the Consultant agrees to fully comply with, and to require its Sub-Consultant(s) to fully comply with, all applicable Prevailing Wage Laws including, without limitation, the terms of this Section.
- A.** Consultant shall ensure that it and its Sub-Consultants comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Department of Industrial Relations, and are registered pursuant to Labor Code section 1725.5.
 - B.** Wage Rates. Pursuant to the provisions of the Prevailing Wage Laws, as set forth in article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code of California, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Agreement are on file with Judicial Council's Facilities Services office in San Francisco and copies will be made available to any interested party on request. Consultant shall obtain and post a copy of these wage rates in accordance with applicable law.
 - C.** Holiday and overtime work, which is subject to the Prevailing Wage Laws when permitted by law, shall be paid for at a rate of at least one and one-half times the basic hourly rate of the general prevailing rate of per diem wage, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the Judicial Council, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in section 6700 of the Government Code.
 - D.** Consultant shall pay, or cause to be paid, each worker engaged in Work on any Project, who is subject to the Prevailing Wage Laws, not less than the general prevailing rate of per diem wages

determined by the Director (“Director”) of the Department of Industrial Relations (“DIR”), regardless of any contractual relationship which may be alleged to exist between Consultant or any Sub-Consultant(s) and such workers to the extent applicable.

- E.** Pursuant to Labor Code section 1775, Consultant shall, as a penalty to the Judicial Council, forfeit the amount set forth in Labor Code section 1775 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the Judicial Council and/or the Director, for the work or craft in which that worker is employed for any public work done under contract by Consultant or by any Sub-Consultant under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Consultant.
- F.** Any worker subject to the Prevailing Wage Laws who is employed to perform Work on any Project, where that Work is not covered by a classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.
- G.** Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, and apprenticeship, training programs or other payments authorized by Labor Code section 3093.
- H.** Hours of Work. As provided in the Prevailing Wage Laws, in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code (“Hours of Work Provision”), eight (8) hours of labor shall constitute a legal day’s work. The time of service of any worker employed at any time by Consultant or by any Sub-Consultant on any subcontract under this Agreement upon the Work or upon any part of the Work contemplated by this Agreement which is subject to the Hours of Work Provision shall be limited and restricted by Consultant to eight (8) hours per day, and forty (40) hours during any one week except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Consultant who are subject to the Hours of Work Provision, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work provided the employee is compensated for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic hourly rate of the general prevailing rate of per diem wage.
- I.** Consultant shall keep, and shall cause each Sub-Consultant to keep, an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Consultant in connection with the Work or any part of the Work contemplated by this Agreement. The record shall be kept open at all reasonable hours to the inspection of the Judicial Council and to the Division of Labor Standards Enforcement of the DIR.
- J.** Pursuant to Labor Code section 1813, Consultant shall, as a penalty to the Judicial Council, forfeit the statutory amount for each worker employed in the execution of this Agreement by Consultant or by any Sub-Consultant for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.
- K.** Consultant warrants and certifies that it is aware of the provisions of the California Labor Code 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 before commencing the performance of the Services.

END OF APPENDIX C

APPENDIX D

Defined Terms

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

“Agreement” is defined on the Coversheet.

“Computer Aided Facilities Management” is defined in Appendix A, section 2.8.2(A.).

“Consultant” is defined on the Coversheet.

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

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

“Contract Amount” is defined on the Coversheet.

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

“Deliverables” is defined in Appendix A.

“Effective Date” is defined on the Coversheet.

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

“Goods” is defined in Appendix A.

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

“Judicial Council” is defined on the Coversheet.

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

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

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

“OCIP” / “CCIP” refers to Owner Controlled Insurance Program / Contractor Controlled Insurance Program and is defined in Appendix A, Section [].

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

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

“**Prevailing Wage**” means the prevailing wage for applicable craft and classification of a worker as determined by the California Department of Industrial Relations pursuant to Labor Code section 1770 and 1773. This amount includes the basic hourly rate for a worker along with any applicable “employer payments” including (i) health and welfare, (ii) pension, (iii) vacation/holiday, (iv) training, and (v) other payments. If applicable, this amount will include overtime and recognized holidays. Prevailing Wage as used herein does not include any costs associated with travel and/or subsistence payments pursuant to Labor Code sections 1773.1 and 1773.9, as such costs are governed by Appendix B, Section 4 (“Judicial Council Travel Policy”). Notwithstanding anything in this Agreement to the contrary, the Consultant shall be required to ensure its workers are paid all travel and/or subsistence payments as required under Labor Code sections 1773.1 and 1773.9 to the extent applicable.

“**Project Manager**” is defined in Appendix A, section 2.4.

“**Priority 1**” is defined in Appendix A, section 1.2.

“**Priority 2**” is defined in Appendix A, section 1.2.

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

“**Service Work Order**” or “**SWO**” refers to a unique entry within Owner’s CAFM system. Issuance of a SWO constitutes Work Authorization. The SWO references and incorporates other documents such as the Work Authorization Form (Appendix E) which includes the Consultant’s Proposal. See Appendix A, section 2.8, Work Authorization Process.

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

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

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

END OF APPENDIX D

APPENDIX E

Sample Services Request Form for Emergency Work (P1) and Service Work Order(s) (P2)



JUDICIAL COUNCIL
OF CALIFORNIA
ADMINISTRATIVE DIVISION
FACILITIES SERVICES

Risk Management Unit – Environmental, Health & Safety Section
Proposal Exhibit

Date: tbd

Judicial Council Project Manager:
Safety Contractor Company:

TBD 2860 Gateway Oaks Drive, Suite 400 Sacramento, CA 95833 (916) 263-8198 tbd@jud.ca.gov		Point of Contact Street City, State, Zip Contact Phone Contact E-mail
--	--	--

Project Name: _____

FM/SWO: _____ **SWO Start/End Dates:** _____

Master Contract: _____ **MA Expiration Date:** _____

Service Request, Part 1.

This Service Work Order will be priced on

____ Time and Materials Basis with not to exceed the stated amount.

____ Firm Fixed Fee

The scope of work requested.

TASK/DELIVERABLE 1

- Text

TASK/DELIVERABLE 2

- Text

Additional items and Limitations

- a. Text

Part 2 - Consultant's Service Proposal

Name of Project Manager:

Address of Project Manager:

Statement of Work or a Narrative Work Plan with regard to the performance of the Services or Work described in Part 1, including any assumptions and/or conditions applicable to performance of the Services or Work:

Subcontractors. Per Appendix C, Section 8, “Consultant may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Judicial Council.” If prior written consent has been obtained by the Judicial Council’s Project Manager, identify any Subconsultants or personnel who will be assigned to perform the Services or Work, if applicable.

Service Work Order Subtotals and Service Work Order Grand Total:

Service Type	Subtotal (approximate breakout below)
Services	\$0.00
Reimbursable Items	\$0.00
Service Work Order Grand Total	\$0.00

Hourly Breakdown:

Hourly Services	Job Title	Hourly Rate	# of Hours	Subtotal
	Position 1	\$	0	\$ 0.00
	Position 2	\$	0	\$ 0.00
	Position 3	\$	0	\$ 0.00
	Position 4	\$	0	\$ 0.00
	Position 5	\$	0	\$ 0.00
Reimbursable Items		Price	Quantity	Subtotal
N/A		0	0	\$ 0.00
SERVICE WORK ORDER GRAND TOTAL				\$ 0.00

END OF APPENDIX E

APPENDIX F

PRICING SCHEDULE

[Hourly Rates submitted in the Consultant’s Proposal to be inserted here]

Section 1: Hourly Rate per Job Title / Classification

1. Included herein Appendix F, Section 1 are the hourly rate(s) to be charged through the initial term of the contract for all labor categories required to provide a complete workplace safety services team. Refer to the corresponding description of services and deliverables indicated in Appendix H, section 1.1(a)(b)(c)(d)(e), and (f) for the Work and Services indicated herein.
 - i. Compensation shall be on a Time and Materials not to Exceed basis for Services or Work at the billing rates, set forth herein Section 1.
 - ii. The hourly rates set forth in Section 1 of this Exhibit shall be **fully burdened** and inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Consultant for services rendered to the Judicial Council.

a. Risk Assessment and Mitigation. Hourly rates herein are for all labor categories required to provide services as indicated in Appendix H, Section 1.1(A).		
Job Title / Classification	Rate/Hour	Notes:

b. Safety Program Development and Implementation. Hourly rates herein are for all labor categories required to provide services as indicated in Appendix H, Section 1.1(B).		
Job Title / Classification	Rate/Hour	Notes:

c. Safety Training Development and Delivery. Hourly rates herein are for all labor categories required to provide services as indicated in Appendix H, Section 1.1(c).		
Job Title / Classification	Rate/Hour	Notes:

d. Site Inspection and Monitoring. Hourly rates herein are for all labor categories required to provide services as indicated in Appendix H, Section 1.1(D).		
Job Title / Classification	Rate/Hour	Notes:

e. Incident Investigation, Analysis and Mitigation. Hourly rates herein are for all labor categories required to provide services as indicated in Appendix H, Section 1.1(E).

Job Title / Classification	Rate/Hour	Notes:

f. OCIP/CCIP Safety Management and Oversight. Hourly rates herein are for all labor categories required to provide services as indicated in Appendix H, Section 1.1(F).

Job Title / Classification	Rate/Hour	Notes:

END OF APPENDIX F

APPENDIX G

KEY PERSONNEL

[Key Personnel submit in Consultant's Proposal to be inserted here]

END OF APPENDIX G

APPENDIX H

STATEMENT OF WORK

1. Health, safety and related services required by the Judicial Council are described below. Services will be required on an as-needed basis for an undetermined number of existing court facilities and prospective court facility sites throughout the State of California. The Judicial Council may order health and safety services at any time during the agreement term or not at all. Consultant shall have the qualifications and experience in developing, implementing and maintaining safety programs for a wide variety of trades and work environments. Judicial Council operations range from office workers to high rise construction sites. The subject properties are located in various counties throughout the state and are located in urban, suburban, and rural areas.
 - 1.1 Consultant shall perform or provide the following Services or Work, including but not limited to:
 - A. Risk Assessment and Mitigation
 - i. Identify specific hazards associated with job class, project or task.
 - ii. Assess and quantify operational risks and recommend remedial actions to reduce risk to acceptable levels.
 - iii. Perform building inspections for life safety hazards and recommend remedial actions.
 - B. Safety Program Development and Implementation

Assist the Risk Management Unit in developing, implementing and, maintaining:

 - i. A coordinated and comprehensive safety program. This shall include minimum standards applicable to Judicial Council staff, vendors, service providers, contractors and subcontractors.
 - ii. A program to authorize and document site specific variations from the standard safety manual while maintaining equivalent, or achieving a superior, safety protection measures.
 - iii. Key Performance Indicators (“KPI(s)”) measuring the effectiveness of the safety program.
 - iv. A program to verify contractor qualifications.
 - v. A program to monitor the validity of any additional required insurance certificates.
 - C. Safety Training Development and Delivery
 - i. Assist the Risk Management Unit in developing, implementing and maintaining enabling and terminal objectives to be used in the safety training program.
 - ii. Consultant may be required to coordinate with the Judicial Council’s Center for Judicial Education and Research (“CJER”) office to assist in the development and delivery of specific safety training program modules such as First Aid, CPR, and Adult AED.

D. Site Inspection and Monitoring

- i. Review for adequacy contractor work safety plans for high risk evolutions (construction, crane lifts, excavations, demolitions, etc.) as requested.
- ii. Monitor compliance with the safety program, and document deviations from standards.
- iii. Communicate non-compliance safety issues with stakeholders.
- iv. Stop unsafe work activity and monitor effectiveness of corrective actions.

E. Incident Investigation, Analysis and Mitigation

- i. Conduct and document incident and near-miss investigations and analyses using an agreed upon methodology as requested.

F. OCIP/CCIP Safety Management & Oversight

- i. Provide on-site professional loss control services for the duration of the OCIP/CCIP project. The on-site professional(s) must have a minimum of ten (10) years relevant heavy-commercial construction loss control work experience working on projects similar in size. At a minimum, the on-site safety professional must have Division of Occupational Safety and Health (“Cal/Cal/OSHA” or “DOSH”) 30 and CHST certifications.
- ii. Develop, implement and maintain a standard OCIP/CCIP safety manual in compliance with owner and insurance requirements as a component of the safety program.
- iii. Develop, implement and maintain a program to authorize and document site specific variations from the standard OCIP/CCIP safety manual while maintaining equivalent, or achieving a superior, safety protection measures.
- iv. Develop, implement and maintain Key Performance Indicators (“KPI(s)”) measuring the effectiveness of the OCIP/CCIP safety program.
- v. Develop, implement and maintain a program to verify contractor qualifications.
- vi. Provide risk control services to include periodic exposure, identification, risk evaluation and controls.
- vii. Develop and implement a hazard evaluation and inspection program.
- viii. Monitor insurance carrier risk consultant activities, including site visits, reports and follow-up activities ensuring consistent and top-level services; direct insurer safety activities as appropriate.
- ix. Review and recommend changes to safety language for bid specifications and contract language as requested.
- x. Assist with contractor and subcontractor safety program reviews as requested.
- xi. Evaluate the construction operations and make ongoing recommendations to the JCC as respects the safety program. Include a cost benefit analysis of recommendations as requested.
- xii. Participate, upon the JCC’s request, in all pre-bid, pre-construction, and safety meetings. Promote a positive and serious attitude toward safety.
- xiii. Monitor and analyze program loss runs to identify developing loss problems and patterns on an ongoing basis and in conjunction with claims personnel. Recommend and initiate solutions as approved by the JCC.
- xiv. Represent the JCC’s interest in any safety or loss control negotiations with the insurance carriers.

- xv. Review and comment on the safety provisions in construction contracts and documents and provide recommendations for improvements.
- xvi. Attend progress meetings as needed and address safety issues on noncompliance with rules, regulations and the OCIP safety program standards.
- xvii. Conduct Pre-work Hazard Assessments as appropriate to identify potential safety concerns and recommend procedures to eliminate or reduce hazards.
- xviii. Review contractors' completed Job Safety Analysis (JSA) and recommended procedures on Pre-work Hazard Assessments.
- xix. Report all safety, health, security and environmental issues that result in conflict, and assist in implementing immediate corrections. Interface with the Judicial Council and Consultants' staff to coordinate timely correction of identified hazards.
- xx. If requested, review safety submittals including safety programs, JSAs, and resumes of construction activities, claims, and trends.
- xxi. Assist insurance companies with the identification and establishment of Occupational Health Clinics to be used for injuries covered by the OCIP.
- xxii. Assure that notification of Cal/OSHA occurs in the event of serious injury or fatality.
- xxiii. Conduct regular safety inspections with contractor safety representatives, including Hazcom compliance, record-keeping reviews and maintaining documentation.
- xxiv. Conduct and submit quarterly Consultant Safety Records and Performance Audits to assure that Cal/OSHA and contract requirements are being met.
- xxv. Monitor Consultant compliance with safety regulations and requirements.
- xxvi. Attend various Consultants' Tailgate Safety Meetings to ensure meetings are being conducted as required by Cal/OSHA, and that the meetings are positive and productive.
- xxvii. Review trends, work procedures, new and revised Cal/OSHA regulations, and job safety analysis.
- xxviii. Review site-specific hazards, requirements and the identification and correction of hazards.
- xxix. Assist in the investigation of accidents and conduct accident review meetings within 48 hours of an accident, prepare a review report identifying safety violations, causative agents, corrective actions and disciplinary actions.
- xxx. Assure that all appropriate records are maintained as required by State and Federal regulations, and that all Consultants are in compliance.
- xxxi. Document disciplinary action taken involving employees who fail to comply with Cal/OSHA or Project Safety Program requirements.
- xxxii. Maintain record of project incident and severity rates and total project hours.
- xxxiii. Coordinate and make cost effective use of safety personnel and resources.
- xxxiv. As necessary, conduct monthly Consultant Safety Meetings for all OCIP projects.
- xxxv. As necessary, conduct a pre-work safety orientation for Consultants' project supervisors and foremen.

1.2 Standards required for Services or Work performed by the Consultant shall conform to the most stringent requirements of:

- A. California Labor Code 6300-9104 Safety in Employment
- B. Title 8 California Code of Regulations:
 - i. Unfired Pressure Vessel Safety Orders (Sections 450 - 560)
 - ii. Boiler and Fired Pressure Vessel Safety Orders (Sections 750 - 797)
 - iii. Construction Safety Orders (Sections 1500 - 1962)
 - iv. Electrical Safety Orders (Sections 2299 - 2974)
 - v. Elevator Safety Orders (Sections 3000 - 3146)

- vi. General Industry Safety Orders (Sections 3200 - 6184)
- vii. Telecommunication Safety Orders (Sections 8600 - 8618)
- viii. All codes and standards incorporated by reference

END OF APPENDIX H

APPENDIX I

UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the Judicial Council for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the Judicial Council for the purchase of goods or services of \$100,000 or more.

CERTIFICATIONS:

1. Consultant is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. Consultant is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);
3. Consultant does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); **and**
4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the Consultant to the certifications made in this document.

<i>Consultant 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>

**END OF APPENDIX I
END OF AGREEMENT**