

JUDICIAL COUNCIL OF CALIFORNIA,
STANDARD AGREEMENT COVERSHEET

	AGREEMENT NUMBER
	FEDERAL EMPLOYER ID

1. This Agreement is between the **Judicial Council of California** (“Owner” or “Judicial Council”), and _____ (“Consultant”).
Judicial Council and Consultant may be individually referred to herein as “Party” or collectively referred to herein as “Parties.”



2. The term of this Agreement shall commence July 1, 2017 (the “Effective Date”) and terminate June 30, 2022 (“Term”).
Service Work Order may not exceed the termination date of this Agreement and may not be extended once this Agreement has terminated.

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

4. The maximum amount payable to Consultant shall not in any event exceed the total of all authorized Service Work Orders under this Agreement.

5. This Agreement constitutes the entire agreement between the Parties with regard to its subject matter and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by an Amendment executed by both Parties. In the event of conflict in documents, the following order of precedence shall prevail: (1) the most recently executed Standard Agreement Coversheet pertaining to this Agreement;(2) Exhibits A, B, C, D, E, F,G and H (in order of preference); (3) the most recently executed Service Work Order; and (4) documents referenced in authorized Service Work Order, if any. As regards the subject matter they address, amended documents shall prevail over previous document(s). Work will be initiated via authorized Service Work Order as specified in this Agreement.

6. The following documents are individually or collectively referred to as “Contract Documents”:
 - Exhibit A: Standard Provisions
 - Exhibit B; Special Provisions
 - Exhibit C: Responsibilities and Services of Consultant
 - Exhibit D: Service Work Order Process Invoicing and Payment Provisions
 - Exhibit E: Service Types, Key Personnel and Hourly Rates
 - Exhibit F: Services Request Form
 - Exhibit G: Consultant Proposal Form
 - Exhibit H: Background Check Policy
 - Exhibit I: Judicial Council Tool Control Policy

JUDICIAL COUNCIL’S SIGNATURE	CONSULTANT’S SIGNATURE
Judicial Council of California	CONSULTANT’S NAME (if Consultant is not an individual person, state whether Consultant is a corporation, partnership, etc.) SAMPLE ONLY. DO NOT SIGN
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Stephen Saddler, Contracts Manager	PRINTED NAME AND TITLE OF PERSON SIGNING

State of California Standard Agreement
Agreement No.

ADDRESS Branch Accounting and Procurement 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS 820 N. Mountain Ave., Suite 200 Upland, CA 91768
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State of California Standard Agreement
Agreement No.

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EXHIBIT A

STANDARD PROVISIONS

1. Definitions

- 1.1. Terms defined in the Contract Documents shall apply to this Agreement and to all authorized Service Work Order. Term(s) defined in an authorized Service Work Order shall apply only to that particular Service Work Order.
 - 1.1.1. **Acceptance** means the written acceptance issued to Consultant by the Judicial Council's Manager after Consultant has successfully provided the Work in accordance with this Agreement.
 - 1.1.2. **Agreement** refers to this Master Agreement and shall constitute the entire integrated agreement between the Judicial Council and Consultant, and includes the Contract Documents incorporated by reference in a fully executed Standard Agreement Coversheet. The term "Contract" may be used interchangeably with the term "Agreement".
 - 1.1.3. **Amendment** means a Standard Agreement Form substantially in the format of the Standard Agreement Form used to enter into this Agreement and any documents it explicitly references, that, when signed by the Parties, modifies the provisions of this Agreement or an authorized Service Work Order.
 - 1.1.4. **Assigned Project(s)** means the individual project which is assigned to the Consultant and is intended to include the totality of work contemplated under an individual Service Work Order with respect to that project.
 - 1.1.5. **Consultant** (or "Construction Manager") and means the firm contracting with the Judicial Council.
 - 1.1.6. **Consultant Proposal** means a written document, substantially in the format of Exhibit G hereto that Consultant submits to the Judicial Council in response to a Services Request Form in accordance with the provisions of the Service Work Order process detailed in Exhibit D.
 - 1.1.7. **Contractor** means the entity the Judicial Council enters into agreement with for any of the Assigned Projects.
 - 1.1.8. **Authority Having Jurisdiction** means an organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation, or a procedure."
 - 1.1.9. **Business Day** means days of the week excluding Saturday and Sunday, and State holidays.
 - 1.1.10. **CAFM** stands for Computer Aided Facilities Management. In the context of this Agreement, this is the system used by the Judicial Council to issue a Service Work Order and track work progress.
 - 1.1.11. **Confidential Information** means trade secrets, financial, statistical, personnel, technical, or any other data or information relating to the Judicial Council's, the Courts' or the State's business, or the business of its constituents.
 - 1.1.12. **Court(s)** means one or more of the superior or appellate courts in the State's court system.
 - 1.1.13. **Consultant's Project Manager(s)** or **Consultant Project Manager(s)** means the project manager designated by Consultant to lead an individual Assigned Project.

- 1.1.14. **Day** means calendar day.
- 1.1.15. **Deliverable(s)** means and includes any Material(s) provided or to be provided under this Agreement that are explicitly designated as a Deliverable in an authorized Service Work Order.
- 1.1.16. **Design Team** means the architect(s)/engineer(s) who will provide design services for the Assigned Projects.
- 1.1.17. **Force Majeure** means a delay which impacts the timely performance of Work or otherwise delays the Assigned Project, for which neither Consultant, its Sub-Consultant(s) nor the Judicial Council are liable because such delay or failure to perform was unforeseeable and beyond the control of the affected Party(ies). Acts of Force Majeure include, but are not limited to:
- 1.1.17.1. Acts of God or the public enemy;
 - 1.1.17.2. Acts or omissions of any government entity;
 - 1.1.17.3. Fire or other casualty for which a Party is not responsible;
 - 1.1.17.4. Quarantine or epidemic;
 - 1.1.17.5. Strike or defensive lockout; and
 - 1.1.17.6. Unusually severe weather conditions.
- Force Majeure does not include failures or delays caused by Consultant and/or its Sub-Consultant(s).
- 1.1.18. **GAAP** means Generally Accepted Accounting Principles.
- 1.1.19. **Hourly Rates Based Service(s)** means Service(s) that are provided or are to be provided at fixed hourly rates according to job description/classification, as specified in Exhibit E.
- 1.1.20. **Judicial Branch Entity** means the Supreme Court, each Court of Appeal, each superior court, and the Judicial Council.
- 1.1.21. **Judicial Council's Project Manager(s) or Judicial Council Project Manager(s)** means the project manager designated by the Judicial Council to lead an individual Assigned Project.
- 1.1.22. **Key Personnel** refers to Consultant personnel or personnel of Sub-Consultant(s) that are designated as "Key Personnel" and identified by name in an authorized Service Work Order.
- 1.1.23. **Lump Sum Based Service(s)** mean described Service(s) that are priced as a lump sum. The Lump Sum Based Service(s) must fall into a category listed in Exhibit D and approved by the Judicial Council Manager for the SWO to be authorized.
- 1.1.24. **Manager** means the Manager of Facility Modification for Real Estate and Facility Management of the Judicial Council.
- 1.1.25. **Material(s)** means any type of tangible item provided to the Judicial Council by Consultant and/or its Sub-consultants, including but not limited to, written reports, goods, supplies, equipment, and other commodities. Material(s) exclude all software, services, and Reimbursable(s).
- 1.1.26. **Notice** means a written document provided in accordance with the provisions of the section entitled "Notice" set forth in Exhibit A.

- 1.1.27. **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 Exhibit D, Section 5 (“Judicial Council Travel and Living Expenses Guidelines”). 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.
- 1.1.28. **Pricing Methodology** means the methodology for certain contractual terms and conditions. There are two (2) types of Pricing Methodology: Lump Sum Based Services and Time and Materials Based Services.
- 1.1.29. **Reimbursable Expense** means expense(s) incurred or to be incurred by Consultant and/or its Sub-Consultant(s) for Reimbursable Item(s).
- 1.1.30. **Reimbursable Item(s)” or “Reimbursable(s)** means tangible item(s) utilized by Consultant’s or Sub-Consultant’s employees in the performance of Service(s).
- 1.1.31. **Service Type** means the particular type(s) of Service(s) Consultant is authorized to perform as detailed in Exhibit E hereto.
- 1.1.32. **Service Work Order** or “SWO” refers to a unique entry within Owner’s CAFM system. Issuance of a SWO constitutes Work Authorization. The Consultant must login to Owner’s CAFM system and “accept” the SWO issued prior to beginning Work. The SWO references and incorporates other documents such as the Services Request Form and Consultant Proposal Form as well as the Contract Documents.
- 1.1.33. **Service Work Order Sum** means the total or maximum price authorized for the services specified in the Service Work Order issued in accordance with the SWO process detailed in Exhibit D.
- 1.1.34. **Services Request Form** refers to the form listed in this Contract as Attachment E. Once a SWO is issued, this form serves as a summary of Services to be provided by the Consultant in the Assigned Project.
- 1.1.35. **Service(s)** means and includes authorized action(s) that are performed by the Consultant or its Sub-Consultant(s). There are two types of Services to be provided under this Agreement, Lump Sum and Time and Material Service(s).
- 1.1.36. **Standard Agreement Form** means the printed form used by the Judicial Council to authorize any Service Work Order or Amendments.
- 1.1.37. **State** refers to the State of California.
- 1.1.38. **Statement of Work** is the description of Work, as specified in Consultant’s Proposal Form(s).
- 1.1.39. **Sub-Consultant(s)** shall mean and include any individual, firm, partnership, agent, or corporation having a contract, purchase order, or agreement with the Consultant or with any Sub-Consultant of any tier for the performance of Service(s) or provision of Material(s), in whole or in part, relating to this Agreement. When reference is made to a Sub-Consultant(s) in this Agreement, it shall include every level and/or tier, of Consultant’s Sub-Consultants, agents, suppliers, and/or material men.

- 1.1.40. **Supplemental Service Work Order** or “SSWO” means a type of Service Work Order authorized following the authorization of a Service Work Order that alters or amends the already authorized Service Work Order. Supplemental Service Work Order may add Work Tasks, or remove Work Tasks not yet performed, as deemed necessary by Owner. Authorization of Supplemental Service Work Order that only seek to remove Work Tasks not yet performed are not subject to approval by Consultant and are binding upon Consultant upon authorization of Owner.
- 1.1.41. **Third Party** refers to any individual, organization, agent, or any combination thereof that is not a party to this Agreement.
- 1.1.42. **Time and Materials Based Service(s)** mean Service(s) that are priced on a time and materials basis. The Time and Materials Based Services must be approved by the Judicial Council Manager for the SWO to be authorized. At the Judicial Council’s discretion, the Time and Materials Based Services may include a not-to-exceed amount.
- 1.1.43. **Travel and Living Expense(s)** means expense(s) for travel and living costs actually incurred or that are expected to be incurred by Consultant’s or its Sub-Consultant’s employees in the course of performing the Services or providing the Reimbursable(s).
- 1.1.44. **Work** includes Services.
- 1.1.45. **Work Order Authorization** means documents including, but not limited to, at least the following information:
- (1) Consultant Proposal Form,
 - (2) Dates of performance,
 - (3) A list of proposed Sub-Consultants,
 - (4) Payment schedule,
 - (5) Sketches, Drawings, and or layouts, and technical data or information.

2. Relationship of Parties

Consultant will, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow Judicial Council to exercise discretion or control over the professional manner in which the Consultant performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by Consultant must be provided in a manner consistent with all applicable standards and regulations governing those Services.

3. No Assignment

Consultant shall not voluntarily or involuntarily assign (e.g. assignment by operation of law), encumber, novate, or otherwise transfer or delegate (“Assign”) all or any interest in this Agreement (“Assignment”) without the prior advance written consent of the Judicial Council. Any request from Consultant to assign this Agreement shall be provided to Judicial Council in the form of a Notice. The Judicial Council shall have the right to impose conditions upon any Assignment. The Judicial Council’s consent to Assignment shall be evidenced by a written agreement between the Parties. The Judicial Council shall consent to such Assignment only if assignee assumes in writing all of the Consultant’s obligations hereunder; provided, however, Consultant shall not be released from its obligations hereunder by reason of such assignment. Any voluntary Assignment by Consultant or Assignment by operation of law (e.g. involuntarily assignment) of all or any portion of Consultant’s interest in this Agreement shall be deemed a default allowing the Judicial Council to exercise all remedies available to it under this Agreement and applicable law.

4. Time of Essence

Time is of the essence in this Agreement.

5. Validity of Alterations

Alteration or variation of the terms of this Agreement or authorized Service Work Order shall not be valid unless made in writing and signed by the Parties in the form of an Amendment, and any oral understanding or agreement that is not incorporated herein shall not be binding on any of the Parties. No verbal agreements shall be honored.

6. Consideration

The consideration to be paid to Consultant under this Agreement shall in no event exceed the Contract Amount. The consideration to be paid to Consultant under an authorized Service Work Order shall in no event exceed the Service Work Order Grand Total specified on the most recently authorized Standard Agreement Form related to that Service Work Order. The Consultant shall be paid in accordance with the Payment Provisions set forth in Exhibit D. The Judicial Council's payments to Consultant pursuant to this Agreement shall constitute full compensation for all of Consultant's time, materials, efforts, costs and expenses incurred in the performance of any obligation(s) or any other activities undertaken pursuant to this Agreement.

9. Services to Be Provided and Manner of Performance of Work

Consultant shall provide Work specified in accordance with the provisions of authorized Service Work Order. Work shall be performed to the Judicial Council's satisfaction, in compliance with the specifications for the Work given in the Service Work Order and Contract Documents.

10. Standard of Care

10.1. Consultant, its officers, agents, employees, subcontractors, Sub-consultants and any persons or entities for whom Consultant is responsible, must provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Assigned Project. The Judicial Council's review, approval of, or payment for any of the Services required under this Agreement must not be construed as assent that Consultant has complied, nor in any way relieve the Consultant of compliance, with (i) the applicable standard of care or (ii) applicable statutes, regulations, rules, guidelines and requirements.

10.2. The Judicial Council shall have the right to establish specific standards and criteria, including acceptance criteria applicable to an individual Service Work Order by specifying such provisions in the Statement of Work.

11. Indemnification

11.1. The Consultant agrees to indemnify, defend, and hold harmless (collectively, "Indemnify") the State, the Judicial Council of California, the State's trial courts, appellate courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their directors, officers, agents, representatives, volunteers and employees (individually, an "Indemnified Party") from any and all claims, lawsuits, losses, costs, liabilities, and damages to the extent caused by any of the following:

11.1.1. Consultant's or its employees' or Sub-Consultants' or Sub-Consultants' employees' negligent acts or omissions, or intentional misconduct;

11.1.2. Consultant's breach of its obligations under this Agreement;

11.1.3. Consultant's or its employees' or Sub-Consultants' or Sub-Consultants' employees' violation of any applicable law, rule, or regulation;

11.1.4. Claims or lawsuits by a third party, Consultant, Sub-Consultant, supplier, worker, agent or any other person, firm, or corporation furnishing or supplying work, materials, or supplies who may be injured or damaged by the Consultant or any of its employees or Sub-Consultants when such claim arises from, is related to, or is in connection with the Consultant's operations under this Agreement; and

- 11.1.5. Failure to properly pay prevailing wages as defined in Labor Code section 1720 et seq., or failure to comply with any other Labor Code requirements.
 - 11.2. The Consultant's defense obligation under this section is limited to reimbursement of any expenditure, including reasonable attorney fees and costs, incurred by an Indemnified Party in defending claims or lawsuits, ultimately determined to be due to negligent acts or omissions, or intentional misconduct of the Consultant or any of its employees or Sub-Consultants.
 - 11.3. This section does not require the Consultant to Indemnify an Indemnified Party for such portion of any loss, cost, liability, or damage that arises solely from the negligence or intentional misconduct of an Indemnified Party.
 - 11.4. This section shall not be construed to limit an Indemnified Party's rights as an additional insured under a policy of insurance furnished pursuant to Exhibit B.
 - 11.5. This section shall not be construed to limit the defense obligations of any insurance company to an Indemnified Party named as an additional insured under any policy described in Exhibit B.
12. **Work Guarantee**
- 12.1. Consultant guarantees that the Work conforms to the standards and criteria established in this Agreement and its authorized Service Work Order(s). If the Judicial Council identifies defect(s) or deficiencies in the Work Consultant shall, at the Judicial Council's sole option, remedy the defect(s) and/or deficiencies to the satisfaction of the Judicial Council. Consultant shall have a period of ten (10) Business Days following receipt of a written communication from the Judicial Council's Manager informing Consultant of the existence of a defect or deficiency, in which to provide a cure. In no event shall the Judicial Council be responsible for any costs or expenses incurred by Consultant to remedy any such defect(s) or deficiency(ies).
 - 12.2. Consultant guarantees that the Work will be performed / provided in accordance with the schedule or within the dates specified in Service Work Order(s).
 - 12.3. Consultant guarantees that the Work will be performed in accordance with all applicable laws, codes, and rules as set forth by Authorities Having Jurisdiction. If a permit is to be procured for the Assigned Project, Consultant shall submit all required documentation to the satisfaction of the permitting agency.
13. **Acceptance**
- 13.1. In addition to any specific criteria specified in an authorized Service Work Order, the Judicial Council's Manager will apply the following criteria in determining whether to accept the Work:
 - 13.1.1. Timeliness: The Work was provided on time and according to schedule;
 - 13.1.2. Completeness: The Work contained all of the attributes and elements required by this Agreement and the Service Work Order; and
 - 13.1.3. Technical accuracy: The Work complied with specific standards specified in this Agreement and the Service Work Order.
 - 13.2. The Judicial Council's acceptance of a Service or Material shall be evidenced only by a written notice of Acceptance and no other act or communication, or absence of the same shall be construed as an Acceptance. Acceptance by the Judicial Council does not relieve Consultant of its guarantee obligations under this Agreement.
 - 13.3. If the Judicial Council's Manager rejects Work, Consultant shall provide a cure in accordance with the provisions of this Agreement.
 - 13.4. If the Judicial Council's Manager does not accept Work and Consultant disputes such action, the Parties agree to first attempt to settle their dispute according to the disputes process set forth below.

14. **Disputes**

- 14.1 **Informal Negotiations.** If the dispute does not involve an issue that requires submission of a Notice pursuant to the Section entitled “Notice” of this Agreement, the respective Parties’ Managers shall make a good faith attempt to promptly resolve the dispute by informal negotiation.
- 14.2 **Demand.** If the dispute involves an issue that requires submission of a Notice pursuant to the Section entitled “Notice” herein, or if the dispute is not settled in a timely manner pursuant to informal negotiations between the Parties’ Managers, either Party may issue a Demand to the other Party as follows. The Party submitting a Demand (“Submitting Party”) must issue a written statement (the “Demand”), in the form of a Notice, to the other Party (“Receiving Party”). The Demand must be submitted in compliance with the provisions of the Section entitled “Notice” herein, and (i) be fully supported by detailed factual information and supporting documentation; (ii) state the specific Agreement provisions on which the Demand is based; (iii) if the Demand regards a cost adjustment, state the exact amount of the cost adjustment sought; and (iv) must be accompanied by pertinent records supporting the Demand. The Demand shall include a written statement signed by an authorized representative of the Submitting Party indicating that the Demand is made in good faith, that the supporting data and documents are accurate and complete, and provide reasoning to support their contention that the amount (if any) requested reflects an adjustment in payment the Submitting Party believes is equitable.
- 14.3 **Response to Demand.** The Receiving Party shall, within ten (10) Business Days, provide a final written response (“Final Response”) or request additional information deemed necessary to prepare a Final Response. The Final Response shall state whether the Receiving Party accepts or rejects the Demand. The Final Response must be provided to the Submitting Party in the form required by the Section of this Agreement entitled “Notice”. If the Receiving Party requests additional information to prepare the Final Response, the Submitting Party shall promptly comply with the Receiving Party’s request for such information. Any delay caused by the Submitting Party’s failure to respond to a request for additional information shall extend the ten (10) Business Day period within which the Receiving Party must provide a Final Response. However, unless otherwise agreed to by the Parties in writing, in no event shall the time period allowed for a Final Response be extended beyond twenty (20) Business Days following the date on which the Submitting Party issues the Demand. Regardless of any request(s) for additional information, a failure on the part of the Receiving Party to provide a Final Response within these twenty (20) Business Days shall be deemed a rejection of the Demand.
- 14.4 **Senior Level Negotiations.** If the Demand is rejected and the Submitting Party provides written Notice that it will continue to pursue the Demand, or if the time period allowed for a Final Response to the Demand has expired without issuance of a Final Response, the Parties shall attempt to resolve the Demand by negotiations between assigned senior representatives of the Parties. The representatives shall meet as often as they deem reasonably necessary to resolve the Demand. The senior representatives of the Parties shall make a good faith effort to resolve the Demand within thirty (30) Business Days (or such longer period as they may agree to in writing) following the date on which the Submitting Party provides written Notice that it will continue to pursue the Demand or the date on which the time period allowed for a Final Response to the Demand has expired without issuance of a Final Response.
- 14.5 **Mediation.** If the Demand is not resolved by negotiations of the Party’s assigned representatives, the Parties shall submit the dispute to mediation prior to either Party initiating an action in court.
- 14.6 **Litigation.** If after mediation the Parties have not resolved the dispute, either Party may initiate an action in a court of competent jurisdiction. In the event of litigation of a dispute arising from or related to this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

14.7 **Confidentiality.** All discussions and negotiations conducted pursuant to this dispute resolution process prior to litigation are confidential and shall be treated as compromise and settlement negotiations to which California Evidence Code section 1152 applies. Mediation shall be confidential and shall be subject to the provisions of California Evidence Code sections 703.5 and 1115 through 1128.

14.8 **Performance during Dispute and Claim Resolution Process.** Unless otherwise directed in writing by the Judicial Council, Consultant shall diligently proceed with performance of the Services at the same time that a dispute is addressed via this dispute resolution process. Consultant's failure to diligently proceed with performance of the Services will be considered a material breach of this Agreement.

15. **Termination**

15.1. **Termination for Cause.**

15.1.1. If the Judicial Council determines that the Consultant has failed to perform Work in accordance with the provisions of this Agreement or any authorized Service Work Order, or has otherwise materially failed to meet the obligations of this Agreement, the Judicial Council may terminate this Agreement and all authorized Service Work Orders in full, or may terminate any individual authorized Service Work Order, by providing Notice of termination specifying the reasons for Consultant's termination.

15.2. **Termination for Non-Appropriation of Funds.**

15.2.1. Funding for the Assigned Projects contemplated by this Agreement are conditioned upon appropriation by the California Legislature and allocation by the Judicial Council of California and/or sale of lease revenue or other bonds, of sufficient funds to support the Assigned Project.

15.2.2. By Notice to the Consultant, the Judicial Council may terminate this Agreement and all Service Work Order in full, or may terminate any individual authorized Service Work Order for lack of appropriation of funds, or any other withdrawal, reduction or limitation imposed by the Judicial Council's budget, funding or financial resources. Such termination for non-appropriation of funds or for lack of sufficient funds to continue with an Assigned Project shall not constitute a breach of the Agreement by Judicial Council.

15.3. **Termination for Convenience.**

15.3.1. The Judicial Council shall have the option, at its sole discretion, to terminate this Agreement and all authorized Service Work Order at any time during the term hereof, or terminate any individual authorized Service Work Order prior to its completion, for convenience and without cause, upon Notice to the Consultant.

16. **Actions of the Consultant upon Termination**

16.1. Immediately upon receipt of a Notice of termination, Consultant shall, unless otherwise instructed in writing by the Judicial Council, proceed with diligence to take all actions necessary to effect the rapid and economical termination of its obligations under this Agreement and to minimize any liability of the Consultant and/or the Judicial Council to any Third Party(s) that could result from such termination.

16.2. The Judicial Council, at its sole discretion, may dictate when and how the termination will be effected. Such actions may include but are not limited to, the following:

16.2.1. When termination is effective.

16.2.2. When the termination of performance of certain Services and provision of Materials under this Agreement will be effected.

- 16.2.3. When Sub-consultants are to be notified of the termination.
- 16.2.4. Whether the Judicial Council asserts an interest in any not yet complete Materials.
- 16.2.5. Consultant's schedule to provide the Judicial Council with Work or Material created in the course of the performance of Services hereunder.

17. Effect of Termination

17.1. Termination for Cause.

In addition to any other rights and remedies accorded it in this Agreement, if this Agreement or any authorized Service Work Order is terminated for cause the Judicial Council may deduct from any payment(s) owed Consultant at the time of termination:

- 17.1.1. The undisputed amount owed the Judicial Council; and
- 17.1.2. The amount that Judicial Council reasonably determines necessary to remedy or obtain performance of the Services;
- 17.1.3. All costs, expenses, charges or damages incurred by the Judicial Council to obtain performance of the Work.

17.2. Termination for Non-Appropriation or Convenience.

In the event of a termination for non-appropriation of funds or a termination for convenience, the Judicial Council shall pay Consultant for:

- 17.2.1. Any accepted Work including allowable Reimbursable(s) and Travel and Living Expenses, incurred in accordance with the Service Work Order(s) or necessitated by the termination of Service Work Order; and
- 17.2.2. The proportion of Work that Consultant has performed, but that Judicial Council has not yet accepted, including allowable Reimbursable(s) purchased prior to the effective date of the termination, and Travel and Living Expenses properly incurred prior to the effective date of termination.

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

All copyrights and rights in any Data, or Materials, produced with funding from this Agreement that may presumptively vest in Consultant are hereby assigned to the Judicial Council.

19. Ownership of Data

- 19.1. Everything created, developed or produced in the course of the Consultant's performance of the Work, including, without limitation, all drawings and specifications; reports; records; files; document; memoranda; schedules; recordings; information and other Material(s); or data (collectively, "Data"); in any form, prepared, or in the process of being prepared, are works made for hire by the Consultant for the Judicial Council and are the sole property of the Judicial Council without further employment or the payment of additional compensation to the Consultant.
- 19.2. The Judicial Council owns all of the right, title and interest, in and to the Data, including, without limitation, all trademarks, copyrights, trade secrets, patents, and any and all other intellectual property rights therein (collectively, the "Intellectual Property Rights").
- 19.3. To the extent that any of the Data or the Intellectual Property Rights are not works for hire, the Consultant hereby irrevocably assigns its entire right, title and interest in and to all such Data and the Intellectual Property Rights therein, to the Judicial Council.

- 19.4. At the Judicial Council's request, the Consultant will assist the Judicial Council in the Judicial Council's prosecution, perfection, and registration of any or all Intellectual Property Rights in the Data. The Consultant irrevocably appoints the Judicial Council as its attorney in fact, coupled with an interest, to take all actions and execute and file all documents that the Judicial Council deems necessary to perfect the Judicial Council's interest and Intellectual Property Rights in the Data as set forth herein.
- 19.5. The Judicial Council shall be entitled to access the Data in whatever form, including, without limitation CAD, at all times during the term of the Agreement. Any such Data in the possession of the Consultant or in the possession of any Sub-consultant upon completion or termination of the Agreement or any authorized Service Work Order shall be immediately delivered to the Judicial Council. If any Data are lost, damaged or destroyed before final delivery to the Judicial Council, the Consultant shall replace them at its own expense and the Consultant assumes all risks of loss, damage or destruction of or to such Data.
- 19.6. The Judicial Council expressly acknowledges and agrees that the Data to be provided by Consultant under the Agreement may contain certain design details, features and concepts from the Consultant's best practices detail library, which collectively may form portions of the design for the Assigned Project, but which separately are, and shall remain, the sole and exclusive property of Consultant. Nothing herein shall be construed as a limitation on the Consultant's right to re-use such component design details, features and concepts on other Assigned Projects, in other contexts or for other clients.
- 19.7. The Judicial Council acknowledges the Consultant's work product, including electronic files, as instruments of professional service. If the Judicial Council reuses or makes any modification to the Consultant's work product without the prior written authorization of the Consultant, the Judicial Council agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Consultant, and its officers, directors, employees and Sub-consultants, against any damages, liabilities or costs, including reasonable attorney fees and defense costs, arising from or allegedly arising from or in any way connected with the reuse or modification of the Consultant's work product by the Judicial Council, or by any person or entity that lawfully acquires or obtains the Consultant's work product from or through the Judicial Council without the written authorization of the Consultant.

20. Limitation on Publication

- 20.1. The Consultant shall not publish or submit for publication any article, press release, or other writing relating to this Agreement or to the Consultant's Services being provided to the Judicial Council without prior review and written approval by the Judicial Council.
- 20.2. Any request for a review of any such article, press release, or other writing shall be made to the Judicial Council in the form of a Notice.
- 20.3. The Judicial Council will endeavor to complete its review within thirty (30) days of submission to the Judicial Council, and, if approval is denied, the Judicial Council will provide reasons for its denial.

21. Personnel

- 21.1. Consultant shall provide all personnel and obtain and provide all Sub-consultant personnel necessary to provide the Work authorized under this Agreement.
- 21.2. Consultant shall designate certain personnel as Key Personnel on each authorized Service Work Order. The specific capacity, responsibilities, and Work to be performed by Key Personnel shall be fully detailed in the authorized Service Work Order.
- 21.3. Consultant shall designate a Consultant Project Manager for each authorized Service Work Order.
- 21.4. Replacement of Key Personnel.
 - 21.4.1. The Judicial Council reserves the right, in its sole discretion, to disapprove of, or request replacement of, any Key Personnel designated by Consultant.

- 21.4.2. Judicial Council shall have the sole discretion to approve Consultant's replace Key Personnel. Any such replacement shall be by written Amendment to the applicable Service Work Order.
- 21.4.3. If, through no fault, action, or inaction of Consultant, a Key Personnel becomes incapacitated or is otherwise rendered unavailable to work during the period of performance of an authorized Service Work Order, Consultant shall promptly designate a replacement that possesses the equivalent experience and skills.
- 21.4.4. If the Consultant cannot furnish a replacement acceptable to the Judicial Council, the Judicial Council may terminate the applicable Service Work Order.

22. **Project Managers**

- 22.1. For each Assigned Project, Judicial Council shall assign a Judicial Council Project Manager and Consultant shall assign a Consultant Project Manager who shall each act as their respective Party's authorized representatives and shall:
 - 22.1.1. Serve as the primary contact with the other party's Project Manager assigned to the Service Work Order; and
 - 22.1.2. Cooperate with any Third Parties working on the Assigned Project when necessary to ensure successful completion of the Assigned Project.
- 22.2. For each Assigned Project, the Consultant Project Manager shall:
 - 22.2.1 Manage the day-to-day activities of the Assigned Project;
 - 22.2.2 Plan and schedule the performance of the Services;
 - 22.2.3 Ensure that budget and schedule commitments are met;
 - 22.2.5 Manage the day-to-day activities of their personnel;
 - 22.2.4 Ensure the overall quality of the Work provided; and
 - 22.2.5 If the Judicial Council so specifies in the Service Work Order, the Consultant will be responsible for providing written progress reports in accordance with the requirements of the authorized Service Work Order.
- 22.3. With the exception of the actions that require a Notice, the Manager for the Judicial Council and the Consultant are authorized to resolve issues and disputes relating to the performance of the Work.

23. **Background Checks**

- 23.1 Criminal Background Screening
 - 23.1.1 Access to Restricted Areas. Only Approved Persons may have unescorted access to the Restricted Areas of a Facility. Consultant employees and Sub-consultant employees who are not Approved Persons may access Restricted Areas only if they are escorted by an Approved Person at all times when they are in the Restricted Areas. Consultant may not rely upon an employee of the Court to escort or monitor these persons. Consultant must take all reasonable steps to ensure that any Services that it provides in any Restricted Area are at all times consistent with this section ("Access to Restricted Areas"). Consultant's Project Manager for each Assigned Project shall be an Approved Person.

- 23.1.2 Judicial Council Screening and Approval Process. The Judicial Council shall conduct the screening and approval of employees of Consultant and Sub-consultants that have access to the Restricted Areas pursuant to the Judicial Council's then-current background check policies and procedures. Consultant agrees to cooperate with the Judicial Council with respect to the screening of those employees. A copy of the Judicial Council's background check policy current as of the Effective Date ("Background Check Policy") is attached as Exhibit "H" for the Consultant's reference. The Judicial Council may update this policy at any time, without notice to the Consultant.
- 23.1.3 Judicial Council Badges. The Judicial Council will issue an identification badge to each person who is approved by the Judicial Council pursuant to this Background Checks provision ("Judicial Council Screening and Approval Process"), bearing that person's name and picture. The badge will indicate that the person is permitted to access the Restricted Areas. The Judicial Council will either (1) notify Consultant if an employee is approved, whereupon the Judicial Council will issue an identification badge for that person, or (2) provide an identification badge for the person to the Consultant, and Consultant will be responsible for issuing the identification badge to that person. All such persons must wear their identification badges in a readily visible manner whenever they are in a Restricted Area. The Consultant will have a procedure in place to ensure that all badges are returned to the Judicial Council upon termination of an employee.
- 23.1.4 Court-Required Screening and Background Check Requirements. Even if a Consultant employee or Sub-consultant employee has a Judicial Council-issued badge, the local court has the ultimate decision as to whether a specific employee may have unescorted access to its Facility. The Court shall have the right at any time to refuse Facility access to any employee (even if that employee has a Judicial Council-issued badge) if the Court determines, in its sole discretion, that such person poses a risk to the Court or any person, system, or asset associated with the Court. The Court may elect to perform supplemental screening on employees who perform Work in that Court's Restricted Areas. Consultant agrees to cooperate with the Court with respect to the screening of those employees, and shall obtain at no additional cost to the Court all related releases, waivers and permissions the Court requires. The Court may issue its own identification badge or other credential to persons who have passed the applicable Court-required screening procedure.
- 23.1.5 DOJ and DMV Requirements. Notwithstanding anything in this Agreement to the contrary, Consultant must comply with background check and clearance requirements of the DOJ and the DMV relating to any employee of either Consultant or Sub-consultant who has physical access to any area which is either connected to, or contains records from the following databases: the DOJ criminal computer database, including the California Law Enforcement Telecommunications System (CLETS) and the Criminal Offender Record Information (CORI), and the DMV computer database. If requested by either the Court or the Judicial Council, Consultant must provide to either the Court or the Judicial Council suitable documentation evidencing Consultant's compliance with the policies, practices, and procedures of the DOJ and the DMV regarding background check and clearance requirements relating to access to these databases.
- 23.1.6 Contractor Compliance with Background Check Policy. For each Assigned Project, Consultant Project Manager shall notify the Contractor(s) that: (i) the Judicial Council requires a background check for personnel working in Restricted Areas without an escort pursuant to the Background Check Policy, and (ii) the local court may have supplemental screening procedures, criteria, and requirements. Consultant shall ensure that the Contractor(s) and their subcontractors comply with the Background Check Policy.

23.1.7 Definitions.

23.1.7.1 “Approved Person” means any employee of Consultant or any Sub-consultant who (i) has been screened and approved by the Judicial Council pursuant to the Judicial Council Screening Process and (ii) when working in a the Facility, has passed any additional Court-required screening and background check requirements which that Court requires employees working in a facility of an Assigned Project, as described in the above section relating to Court-required screening.

23.1.7.2 “Restricted Areas” means (i) all areas within a facility of an Assigned Project that are not generally accessible to the public, including judges’ chambers, all non-public restrooms, elevators, break rooms, and corridors, and other non-public spaces that are dedicated for use only by judges or local court staff and employees, and (ii) public areas of a facility of an Assigned Project during non-business hours that are subject to security screening during normal business hours.

23.2 Costs. All costs associated with escorting an unscreened employee (i.e. any employee who is not an Approved Person) shall be included in the Contract Price. Consultant will not receive additional compensation or reimbursement from the Judicial Council for any costs related to escorting. The Judicial Council will pay for the cost of the background check (e.g. LiveScan), however, the Consultant will be responsible for employee time, fingerprinting fees, local administrative or processing fees, or other costs.

24. **Security Protocols and Tool Control Policy.**

Consultant personnel must comply with all Judicial Council- and Court-required security protocols in the performance of the Work. Such protocols include, but are not limited to, the then-current Judicial Council Tool Control Policy. The version of the Judicial Council Tool Control Policy in effect as of the Effective Date is attached as Exhibit “I.” In addition, for each Assigned Project, Consultant Project Manager shall notify the Contractor(s) about the Judicial Council Tool Control Policy in effect and ensure that the Contractor(s) and their subcontractors comply with the applicable Judicial Council Tool Control Policy.

25. **Assignment.**

If the Consultant assigns persons (whether employees or Sub-consultant employees) to provide Services under this Agreement that require that person have access to the systems (whether on-site or by remote access) or access to the premises of the Judicial Council or other Judicial Branch entities, the Judicial Council shall have the right, but not the obligation, to conduct a background check or to require the Consultant to conduct a background check, as permitted by law, on all such persons before the Judicial Council will grant such persons access. Consultant will cooperate, and will ensure that its Sub-consultant(s) cooperate with the Judicial Council in performing any background check, and will promptly notify the Judicial Council of any person that refuses to undergo a background check. If the Judicial Council requires a background check and the employee refuses to undergo or fails the check, Consultant shall not utilize that person to perform Work. Consultant shall obtain all releases, waivers, or permission so that the background information can be released to the Judicial Council. Any costs and expenses incurred to obtain background checks are the sole responsibility of the Consultant.

26. **Agreement Term**

26.1. Consultant assumes all liability and risks associated with commencing performance on a Service Work Order prior to authorization in accordance with the Service Work Order Process detailed in Exhibit D, including nonpayment for any Work performed, prior to Judicial Council authorizing the Work.

26.2. Work shall commence upon the date specified for the start of Work in the Service Work Order and shall be completed as indicated in the Service Work Order. If no completion date is specified on the Service Work Order, the date for the completion of the Work shall be the date Consultant completes the Work.

27. Judicial Council's Payment Obligations

- 27.1. The Judicial Council's payment obligations are contingent on the continued availability of authorized funds to pay for Work. The Judicial Council may terminate this Agreement or any Service Work Order(s) authorized hereunder, without prejudice to any right or remedy, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way the Judicial Council shall have the right to terminate any Work Order for convenience by providing Notice to Consultant.
- 27.2. If any Service Work Order(s) is/are terminated for non-appropriation, Consultant shall be subject to fulfillment of the terms of the termination Notice, and released from any obligation to provide further Work under that Service Work Order.
- 27.3. Payments to be made under this Agreement shall be paid by the State of California funds and are not made by the Judicial Council. Notwithstanding anything in this Agreement to the contrary, it shall not be deemed an event of default if the State is unable to make any payment(s) as a result of the State of California's failure to timely approve and adopt a state budget. Should the State fail to make any payment as a result of the State of California's failure to timely approve and adopt a state budget, Consultant shall continue to provide Work under already authorized Service Work Order(s) and the Judicial Council shall promptly make any payment(s) owed upon approval and adoption of a budget by the State of California.

28. Notice

- 28.1. Notice must be provided in any of the following events:
- 28.1.1. In the event of any need to assign, novate, or change the name of either party to this Agreement;
- 28.1.2. In the event of any replacement of Key Personnel;
- 28.1.3. In the event of any claim of any material breach of this Agreement; and
- 28.1.4. In the event that a Third Party claim or dispute that alleges facts that would constitute a breach of this Agreement is brought or threatened against Consultant or its Sub-consultant(s).
- 28.2. The Notice must:
- 28.2.1. Be in writing;
- 28.2.2. Identify this Agreement, citing both the Agreement Name and Agreement Number given on the Standard Agreement Coversheet. If the Notice applies to a Service Work Order, the Number of the Service Work Order must also be cited;
- 28.2.3. Unambiguously be identified as a "Notice brought in accordance with the provisions of the Section Entitled "Notice" of Exhibit A of the Agreement;"
- 28.2.4. Delivered in person, pre-paid by a reputable express carrier, or by registered or certified mail (postage pre-paid). If delivered in person, the Notice must be delivered to the reception desk of the 6th Floor at 455 Golden Gate Ave, San Francisco, CA 94102; and
- 28.2.5. Addressed to the representative(s) of the Parties as follows:

If provided to the Judicial Council:

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

And, if a Notice is with regard to Service Work Order(s), with a copy to:

Judicial Council of California
Judicial Council's Project Manager
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

If provided to the

Consultant:

- 28.3. Notice is effective on the date of receipt; however, if the date of receipt does not occur upon a Business Day, Notice is effective on the first Business Day following the date of receipt.
- 28.4. Any correctly addressed Notice that is refused, lays unclaimed, or is not deliverable because of an act or omission of the Party to whom submitted will be deemed effective as of the date that the Notice was refused, unclaimed, or deemed undeliverable.
29. **Subcontracting**
- 29.1. Consultant shall be allowed to utilize Sub-consultants of Consultant's choice provided Consultant identifies the Sub-consultant and/or service provider to be used and their respective responsibilities in Consultant's Proposal Form (Exhibit G).
- 29.2. No Party to this Agreement shall in any way contract on behalf of or in the name of another Party to this Agreement.
- 29.3. Consultant is responsible for all aspects of the control and coordination of Sub-consultants and shall ensure that their actions are coordinated in a manner to optimize the provision of the Assigned Project.
- 29.4. Consultant shall ensure that all Sub-consultants comply with the provisions of this Agreement applicable to Sub-consultants.
- 29.5. Consultant expressly acknowledges that its Sub-consultants are not third party beneficiaries of this Agreement.
- 29.6. If approved by the Judicial Council's Manager, Consultant may, during the term of this Agreement, add Service Types and Sub-consultants to provide such work, subject to the provisions of Exhibit E.
30. **Changes and Amendments**
- 30.1. Amendments to any of the Contract Documents can be made only with prior written approval from:
- Judicial Council of California
Procurement Services Manager
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102
- 30.2. Any request for a change in the terms and conditions of this Agreement must be submitted to the other Party in writing in the form of a Notice and must be accompanied by a narrative description of the proposed change and the reasons for the change.
- 30.3. After a review of the request, a written decision shall be provided to other Party.
- 30.4. Amendments to this Agreement shall be made only by bilateral execution of a Standard Agreement Coversheet.

31. Retention of Records and Audits

- 31.1. Consultant must retain and maintain easily available all Records pertaining to Consultant's performance of obligations undertaken under this Agreement.
- 31.2. Consultant shall ensure that its Sub-consultant(s) retain and maintain easily available all Records pertaining to Sub-consultants' performance of this Agreement.
- 31.3. Records ("Records") include but are not limited to any books, reports, accounts, estimates, documents, detailed financial information, certified payrolls, invoices, or any other documentation or evidence, as well as any documents utilized in the preparation of Proposals, Invoices, Disputes, litigation and any Claims. Records must be maintained in accordance with industry standards, GAAP, and practices, consistently applied.
- 31.4. The provisions of this Section shall not apply to any work product that is the result of Consultant's or Sub-consultants' collaboration with legal counsel or to any of Consultant's or Sub-consultants' confidential or proprietary information that does not fall within the definition of a Record as given above.
- 31.5. Consultant shall ensure that the Judicial Council and/or its designated representative(s) will have access upon twenty-four (24) hours advance written notice, at all times during Consultant's or Sub-consultants' normal business hours, to all Records for the purposes of inspection, audit, and copying. Consultant shall, and shall ensure that Sub-consultant(s) shall, at no cost to Judicial Council, provide access and proper facilities for such purposes.
- 31.6. Consultant shall ensure that all Sub-consultant(s) are bound to all provisions of this Section.
- 31.7. Records must be retained and available throughout the period of the term of this Agreement and for a period of five (5) years following the expiration date of this Agreement, or until five (5) years after final settlement of all Disputes, Claims, or litigation to which the Records relate, whichever date occurs later.
- 31.8. If an audit or Judicial Council internal review reveals that the Consultant and/or its Sub-consultant(s) have overcharged the Judicial Council, Consultant will immediately pay to the Judicial Council the overcharged amount plus interest from the date of receipt of overpayment. The rate of interest will be equal to eighteen percent (18%) per year or the maximum rate permitted by applicable law, whichever is less. The audit or Judicial Council internal review will be conducted at the Judicial Council's expense, unless the audit or review reveals that the Consultant and/or its Sub-consultant(s) has overcharged the Judicial Council by ten percent (10%) or more on any invoice, in which case the Consultant will reimburse the Judicial Council for all costs and expenses incurred by the Judicial Council in connection with such audit or review, including direct and indirect costs associated with Judicial Council representatives.
- 31.9. The obligations of this Section shall survive the expiration of and any termination of this Agreement.

32. Accounting System Requirements

Consultant shall maintain, and shall ensure that its Sub-consultant(s) maintain, an adequate system of accounting and internal controls that meets GAAP.

33. Judicial Council Court Representation

- 33.1. The Judicial Council has the authority to act on behalf of the Court(s) and to bind the Court(s) with regard to any matters relating to this Agreement.
- 33.2. Any Court designated by name in an authorized Service Work Order shall be an intended third party beneficiary of the Services provided under this Agreement. In the event the Court gives conflicting instructions or makes conflicting determinations with respect to any matter affecting Consultant's performance of its obligations, the Consultant shall notify the Judicial Council of the conflict and the Judicial Council shall resolve any such conflict.

34. Confidentiality

- 34.1. Both the Judicial Council and Consultant acknowledge and agree that in the course of performing the Work under this Agreement, the Judicial Council may disclose Confidential Information to Consultant and/or its Sub-consultants.
- 34.2. Consultant shall not disclose any Confidential Information to any Third Project and shall exercise reasonable care to prevent the disclosure of any Confidential Information.
- 34.3. In the event Consultant is required to disclose the Confidential Information to Consultant's employees, Sub-consultants and their employees in order to perform the Services hereunder, Consultant shall execute a confidentiality agreement to require the same duty of nondisclosure and ensure Consultant's employees and sub-consultants shall not use Confidential Information for any purpose unrelated to performance of the Work relating to this Agreement and authorized Service Work Order. Consultant may disclose Confidential Information to other Third Parties only upon prior written approval by the Judicial Council's Project Manager.
- 34.4. Neither Consultant nor its Sub-consultants shall acquire a right or title in or to the Confidential Information as a result of any disclosure contemplated hereunder. Notwithstanding the foregoing, Consultant may disclose Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or applicable ruling; or (ii) as appropriate to respond to any summons or subpoena.
- 34.5. The Judicial Council reserves the right to disclose all Materials provided under this Agreement to Third Parties for the purpose of validation of the quality of Consultant's work and to use Materials for their intended purpose.
- 34.6. Consultant agrees that monetary damages are inadequate to remedy any breach or threatened breach of this Section and, accordingly, consents to injunctive relief for any breach or threatened breach hereof without the posting of any bond.

35. Trade Secret, Patent and Copyright Indemnification

- 35.1. Consultant shall hold the Judicial Council, the Court(s), the State, and their officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, Article, or appliance furnished or used by Consultant or its Sub-consultants in connection with this Agreement.
- 35.2. Consultant, at its own expense, shall defend any action brought against the Judicial Council, the Court(s) and/or the State, and their officers, agents, and employees, to the extent that such action is based upon a claim that any Data or Materials supplied by Consultant or its Sub-consultants infringes a United States patent or copyright or violates a trade secret. Consultant shall pay those costs and damages finally awarded against the Judicial Council, the Courts, and/or the State and their officers, agents, and employees, in any such action. Such defense and payment shall be conditioned on the following:
 - 35.2.1. That Consultant shall be notified within a reasonable time in writing by the Judicial Council of any Notice of such claim; and,
 - 35.2.2. That Consultant shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that when principles of government or public law are involved, the Judicial Council, the Court(s) and/or the State shall have the option to participate in such action at its own expense.

35.3. Should the Data or Materials, become the subject of a claim of infringement of a United States patent or copyright or a trade secret, the Judicial Council shall permit Consultant at its option and expense either to procure for the Judicial Council and/ or the Court(s) the right to continue using the Data or Materials, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Data or Materials by the Judicial Council and/or the Courts shall be prevented by injunction, Consultant agrees to take back such Data or Materials and make every reasonable effort to assist the Judicial Council and/or the Courts in procuring substitute Data or Materials. If, in the sole option of the Judicial Council, the return of such infringing Data or Materials makes the retention of other Data or Materials acquired from Consultant under this Agreement impractical, the Judicial Council shall then have the option of terminating the Service Work Order under which the Data or Materials were provided, in its entirety, without penalty or termination charge. Consultant agrees to take back said Data or Materials and refund any sums that the Judicial Council has paid Consultant less any reasonable amount for use or damage.

36. Conflict of Interest

36.1. Consultant shall ensure that its officers and employees and those of its Sub-consultant(s) shall not participate in proceedings that will result in decision making regarding the use of State funds encumbered or that may be encumbered under this Agreement if that person's partner, family, or organization has a financial interest in the outcome of the proceedings.

36.2. Consultant shall ensure that its officers and employees and those of its Sub-consultant(s) shall avoid actions resulting in or creating an the appearance that (1) an official position with the government was used for private gain; (2) preferential treatment was accorded to any particular person associated with this Agreement; (3) the independence or impartiality of the Judicial Council or the Courts has been compromised; (4) decisions are made outside official channels; or (5) that adversely affects the confidence of the public in the integrity of the Judicial Council or the Courts.

36.3. Consultant shall ensure and shall ensure that its Sub-consultants will not, for a duration equivalent to two (2) years following the end of this Agreement, award a contract to any Judicial Council or Court officer or employee that had any role in the decision making process relevant to awarding this Agreement or any such individual involved in making decisions regarding the use of the State funds encumbered under this Agreement.

37. Covenant Against Gratuities

37.1. Consultant warrants that neither Consultant itself nor any of its employees nor Sub-consultant(s) or their employees have provided or shall at any time provide any gratuity, in the form of money, tangible item(s), intangible benefit(s), or in any other form, to any officer, official, agent, or employee of the Judicial Council or of the Court(s) for the purpose of securing or having secured award of this Agreement or any Service Work Order to Consultant.

37.2. Consultant warrants that neither Consultant itself nor any of its employees, nor Sub-consultant(s) or their employees have provided or shall at any time provide any gratuity in the form of money, tangible item(s), intangible benefit(s), or in any other form, to any officer, official, agent, or employee of the Judicial Council or of the Court(s) for the purpose of securing an outcome favorable to the Consultant any of its Sub-consultant(s) resulting from any decisions made regarding the use of the State funds encumbered or to be encumbered under this Agreement.

37.3. Consultant warrants that neither Consultant itself nor any of its employees nor Sub-consultant(s) or their employees will, without immediate written Notice to the Judicial Council, knowingly allow any Third Party to provide any gratuity in the form of money, tangible item(s), intangible benefit(s), or in any other form to any officer, official, agent, or employee of the Judicial Council or of the Court(s) for the purpose of securing an outcome favorable to the Consultant any of its Sub-consultant(s) resulting from any decisions made regarding the use of the State funds encumbered or to be encumbered under this Agreement.

37.4. For breach or violation of any of the aforesaid warranties, the Judicial Council will have the right to terminate this Agreement, and any loss or damage sustained by the Judicial Council in procuring, on the open market, any Work which the Consultant has agreed to supply, shall be borne and paid for by the Consultant. The rights and remedies of the Judicial Council provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

38. Submitting False Claims; Monetary Penalties

The Judicial Council shall be entitled to remedy any false claims, as defined in California Government Code Section 12650 et seq., made to the Judicial Council by the Consultant or any Sub-consultant under the standards set forth in Government Code Section 12650 et seq. Any Consultant or Sub-consultant who submits a false claim shall be liable to the Judicial Council for three times the amount of damages that the Judicial Council sustains because of the false claim. A Consultant or Sub-consultant who submits a false claim shall also be liable to the Judicial Council for (a) the costs, including attorney fees, of a civil action brought to recover any of those penalties or damages, and (b) a civil penalty of up to \$10,000 for each false claim.

39. Responsibility for Equipment, Real Property; Unused Reimbursable Item(s)

39.1. Neither the Judicial Council nor the Court(s) shall be responsible for any damage to persons or property as a result of the use, misuse, or failure of any equipment used by the Consultant or its Sub-consultant(s) employees even though such equipment is furnished, rented, or loaned to the Consultant by the Judicial Council or the Court(s).

39.2. Any Reimbursable Items purchased by Consultant that remain unused at the completion of the Work shall be returned to the Judicial Council Manager prior to submission of Consultant's final invoice pertaining to the Service Work Order under which said Reimbursable Items were purchased.

40. Independent Consultant

The Consultant shall be, and is, an independent contractor, is not an employee or agent of the Judicial Council, and is not covered by any employee benefit plans provided to the Judicial Council's employees. The Consultant is, and shall be, liable for its own acts and omissions as well as those of its employees and Sub-consultants. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the Judicial Council and the Consultant. The Consultant will determine the method, details and means of performing its responsibilities with regard to provision of the Services, including, without limitation, exercising full control over the employment, direction, compensation and discharge of all persons assisting the Consultant in the performance of the Services. The Consultant shall be solely responsible for all matters relating to the payment of its Sub-consultants and employees, including compliance with social security, withholding, any and all employee benefits, and all regulations governing such matters.

41. Payment of Income Taxes

41.1. If applicable, Consultant shall provide a written, executed document identifying, if at all, that Consultant is listed on either or both of the State of California Franchise Tax Board's "Top 500 Delinquent Taxpayers" (available at https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml) or the California State Board of Equalization's "Top 500 Sales & Use Tax Delinquencies in California" (available at <http://www.boe.ca.gov/sutax/top500.htm>).

41.2. The Consultant shall pay, when due, all applicable income taxes, including estimated taxes, incurred as a result of the compensation paid by the Judicial Council to the Consultant for the Work. The Judicial Council is exempt from federal excise taxes and no payment will be made for any taxes levied on the Consultant's or any Sub-consultants' employees' wages. The Consultant agrees to indemnify, defend and hold the Judicial Council harmless for any claims, costs, losses, fees, penalties, interest or damages (including attorney fees and costs) suffered by the Judicial Council resulting from the Consultant's failure to comply with this provision. The Judicial Council may offset any taxes paid by the Judicial Council as a result of the Consultant's breach of this provision against any amounts owed Consultant.

42. **National Labor Relations Board**

By executing this Agreement, Consultant certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two (2) year period because of Consultant's failure to comply with an order of the National Labor Relations Board.

43. **Drug-Free Workplace**

Consultant certifies that it will provide a drug-free workplace as required by California Government Code sections 8355 through 8357.

44. **Certifications**

By executing this Agreement, Consultant certifies under penalty of perjury that the following are true at the time of execution of this Agreement and shall remain true during the performance of this Agreement:

- 44.1. Nondiscrimination. The Consultant and its Sub-consultants shall not unlawfully discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, ancestry, physical or mental disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), medical condition, marital status, age (over 40), sex, sexual orientation, gender identity, or domestic partner status. The Consultant and its Sub-consultant(s) shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- 44.2. No Harassment. The Consultant and its Sub-consultant(s) shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Consultant or its sub-consultants interact in the performance of this Agreement. The Consultant and its Sub-consultants shall take all reasonable steps to prevent harassment from occurring.
- 44.3. FEHA. The Consultant shall comply with the provisions of the Fair Employment and Housing Act, California Government Code section 12900 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, section 7285 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- 44.4. Compliance with Americans with Disabilities Act. The Consultant complies with applicable provisions of the Americans with Disabilities Act of 1990 ("ADA") (42 U.S.C. Section 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.
- 44.5. Notice to Labor Organizations. The Consultant and any of its Sub-consultant(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 44.6. Compliance. The Consultant shall include the nondiscrimination, no harassment, and compliance provisions of this Article in any and all subcontracts issued to perform Services under this Agreement. Consultant has, unless exempt, complied with the nondiscrimination program requirements. (Government Code section 12990(a)-(f) and CCR, Title 2, section 8103 et seq.)
- 44.7. Prohibited Financial Conflict of Interest. The Consultant and its sub-consultants presently have no interest and will not acquire any interest which would present a conflict of interest pursuant to California Government Code sections 1090 et seq. and 87100 et seq., during the performance of Services pursuant to this Agreement. The Consultant further certifies that, to the best of its knowledge after due inquiry, no employees or agents of the Judicial Council are now, nor in the future will they be, in any manner interested directly or indirectly in this Agreement, or in any profits expected to arise from this Agreement, as set forth in California Government Code sections 1090 et seq., and 87100 et seq.

- 44.8. Drug-Free Workplace. The Consultant will provide a drug-free workplace as required by California Government Code sections 8355 through 8357.
- 44.9. National Labor Relations Board. No more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Consultant within the immediately preceding two (2) year period because of the Consultant's failure to comply with an order of the National Labor Relations Board.
- 44.10. Brokerage or Contingent Fees. No person or selling agency has been employed or retained to solicit or secure this Agreement upon an understanding or agreement for a commission, percentage, brokerage or contingent fee.
- 44.11. Computer Software Use. Consultant has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

45. **Force Majeure**

Neither Party shall be liable for damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is due to an act of Force Majeure.

46. **General**

- 46.1. Survival. The termination or expiration of this Agreement or any authorized Service Work Order shall not relieve either Party of any obligation or liability accrued there under prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided for herein.
- 46.2. Remedies Cumulative. All remedies provided for in this Agreement are cumulative and may be exercised individually or in combination with any other remedy available hereunder.
- 46.3. Waiver.
 - 46.3.1. Any waiver of any term or condition of this Agreement must be made in the form of an Amendment and executed by an authorized representative of the waiving party and any such waiver shall not be construed as a waiver of any succeeding breach of the same or other term or condition of this Agreement.
 - 46.3.2. The omission by either Party at any time to remedy any default or enforce any right, or to require performance in accordance with the terms and conditions of this Agreement at the time designated shall not act as a waiver of the default or right, nor shall it affect the right of that party to enforce those provisions at a later date.
- 46.4. Severability. The provisions of this Agreement are separate and severable. Should any court hold that any provision of this Agreement is invalid, void or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the reasonable intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.
- 46.5. Governing Law; Jurisdiction.
 - 46.5.1. This Agreement, and all of the rights and duties of Consultant and the Judicial Council arising out of or related to this Agreement or to the relationship of Consultant and the Judicial Council, are governed by the laws of the State of California without regard to its conflicts of law rules. This provision applies to all claims and causes of action that Consultant has or may acquire against the Judicial Council, whether based on contract, tort, statute, or anything else.

- 46.5.2. Consultant agrees that any claims that it has or may acquire against the Judicial Council shall be commenced in and decided exclusively by a court of competent jurisdiction located in the State of California. Consultant agrees to submit to the personal and exclusive jurisdiction of courts located in the State of California. Consultant waives all defenses and arguments that the courts located in the State of California constitute an inconvenient forum based upon the residence or domicile of Consultant, the location of the Assigned Project that is the subject of the litigation or the location of witnesses, the location of documents, or anything else.
- 46.6. Agreement Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given their reasonable interpretation.
- 46.7. Public Contract Code References. Public Contract Code references create duties of the Consultant under this Agreement; however, the references do not imply that the Judicial Council is subject to the Public Contract Code.
- 46.8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties as regards its subject matter , and supersedes all previous agreements, proposals, negotiations, representations and commitments, whether oral or written, with regard thereto.

END OF EXHIBIT A

EXHIBIT B

SPECIAL PROVISIONS

1. Insurance

1.1. **Insurance Required.** Without limiting the Consultant's indemnification obligation and in addition thereto, the Consultant shall secure and maintain in force throughout the term of this Agreement the following types of insurance with limits as shown. By requiring such minimum insurance, the Judicial Council shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Agreement. The Consultant shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. Each policy, other than the Professional Liability policy, shall be written on an "occurrence" form. The Professional Liability policy may be written on a "claims made" form.

1.1.1. Workers' Compensation: The Consultant shall maintain statutory workers' compensation coverage for all its employees who will be engaged in the performance of the Contract, and employer's liability with limits not less than \$1,000,000 for each accident \$1,000,000 disease policy limit, \$1,000,000 disease – each employee.

1.1.2. Commercial General Liability Insurance — Covering liability arising from premises, operations, independent contractors, products and completed operations, personal injury and advertising injury, and liability assumed under contract. The policy shall provide limits of not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate. The insurance must apply separately to each insured against whom a claim is made or lawsuit is brought, subject only to the insurance policy's limit of liability.

1.1.3. Commercial or Business Automobile Liability Insurance—Covering liability arising out of a motor vehicle, including owned, non-owned, leased, and hired vehicles assigned to or used in connection with the Assigned Project. The policy shall provide combined single limits of not less than \$1,000,000 per accident or loss.

1.1.4. Professional Liability Insurance: Errors and Omissions —Covering the Consultant's acts, errors or omissions committed or alleged to have been committed which arise out of rendering or failure to render the Services provided under the terms of this Agreement. The policy shall provide limits of not less than \$1,000,000 per claim or per occurrence and \$1,000,000 annual aggregate. If the policy is written on a "claims made" form, the Consultant shall continue such coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Services which are the subject of this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that Services commence pursuant to this Agreement.

1.2. **Additional Insured Endorsements.** All policies required in this Section with the exception of Workers' Compensation and Professional Liability, must be endorsed to name the following as additional insureds with respect to liabilities arising out of the Consultant's Services for the Judicial Council under this Agreement: the State of California, the Judicial Council of California, the State's trial courts, appellate courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their officers, agents, representatives, volunteers and employees.

1.3. **Required Policy Provisions.** Each policy required herein this Agreement must provide that:

1.3.1. The policy is primary and non-contributory with any insurance or self-insurance programs carried or administered by the State of California, the Judicial Council of California, State's trial courts, or appellate courts.

- 1.3.2. The policy shall apply separately to each insured against whom a claim is made and/or a lawsuit is brought, except with respect to the limits of the insurer's liability.
- 1.3.3. The Consultant will provide the Judicial Council with thirty (30) days' advance written notice of any change or cancellation, mailed to the following address (with a copy to the Judicial Council Procurement Services, and to all Judicial Council Managers named in authorized and active Service Work Order):

Office – Risk Management Judicial
Council of California 455 Golden
Gate Avenue, 8th Floor San
Francisco, CA 94102

- 1.4. The insurer waives any and all rights of subrogation against the State of California, the Judicial Council of California, State's trial courts, appellate courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their officers, agents, representatives, volunteers or employees except for Professional Liability coverage.
- 1.5. **Waiver of Claims.** Consultant shall waive any right of recovery or subrogation it may have against any of the State of California, the Judicial Council of California, or the State's trial courts, appellate courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their officers, agents, representatives, volunteers or employees for loss or damage for any loss arising out of the Services performed by Consultant under this Agreement, and the Consultant will require any insurer providing insurance required under this Section to do the same.
- 1.6. **Qualifying Insurers.** Consultant will maintain, or cause to be maintained, insurance issued by an insurance company or companies that are rated "**A-VII**" or higher by A. M. Best's key rating guide, and are authorized to do business in the State of California.
- 1.7. **Deductibles and Self-Insured Retentions.** For all insurance policies required by this Agreement, Consultant will declare any deductible or Self-Insured Retention (SIR). Consultant will be responsible for reimbursement of any deductible to its insurer. Consultant will administer any self-insurance program in a commercially reasonable manner that ensures sufficient funds are available to cover all losses Consultant must insure against under the terms of this Section.
- 1.8. Consultant is responsible for and may not recover from the State of California, the Judicial Council of California, or any Superior Court of California, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, any deductible or self-insured retention that is connected to the insurance required under this Section.
- 1.9. If Consultant fails to keep in effect at all times the specified insurance coverage, the Judicial Council may, in addition to any other remedies it may have, declare the Contract to be in breach and withhold all progress payments and retentions until the breach is cured, or terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 1.10. **No Reduction or Limit of the Consultant's Obligation.** Insurance affected or procured by the Consultant shall not reduce or limit the Consultant's contractual obligation to indemnify and defend the Judicial Council. Acceptance of the Consultant's insurance by the Judicial Council shall not relieve or decrease the liability of the Consultant hereunder.
- 1.11. **Joint Ventures.** If the Consultant is an association, partnership, or other joint business venture, the insurance required in subsection (a) above shall be provided by any one of the following methods:
 - 1.11.1. Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured.

1.11.2. Joint insurance program with the association, partnership, or other joint business venture included as a named insured.

1.12. **Evidence of Coverage**. Before commencing any Work under this Agreement, the Consultant must furnish to the Judicial Council certificates of insurance and applicable endorsements, in form and with insurers satisfactory to the Judicial Council, evidencing that all required insurance coverage is in effect. The Judicial Council reserves the right to require the Consultant to provide complete, certified copies of all required insurance policies. The required certificates and endorsements must be sent to (with a copy to the Judicial Council Manager):

Senior Procurement Services Manager
Attn: Insurance Certificate, Contract #
Judicial Council of California
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102

1.13. **Consequences of Lapse**. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the Judicial Council receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the Judicial Council may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

2. Licenses

2.1. Consultant shall ensure that Consultant, its Sub-consultant(s) and all their employees or agents providing Work under this Agreement shall have and shall at all times maintain throughout the duration of their performance of the Work all appropriate license(s) required under law to provide the Work being performed. Consultant shall regularly monitor and ensure that its Sub-consultant(s) monitor to ensure compliance with this provision of the Agreement.

2.2. If the possession of a license(s), including without limitation a valid California Architect license, Contractor's license and/or Engineering license(s), is required under law for the performance of any Work, Consultant shall ensure that the Work will either be performed by an appropriately licensed individual or under the direct supervision and with the review and approval of an appropriately licensed individual.

2.3. Consultant shall provide immediate Notice to the Judicial Council in the event that any license required to be held by Consultant or any of its Sub-consultant(s) or any of their employees or agents is suspended, cancelled, or expires during a period in which they are performing Work requiring a license.

2.4. Contractors and individuals required by law to be licensed are licensed and regulated by the California Contractors Board which has jurisdiction to investigate complaints if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. Any questions concerning licensed individuals or organizations may be referred to the California Contractors Board.

2.5. If no license is required of an individual performing Services, Consultant shall ensure that such individuals possess the skills, training, and background reasonably commensurate with the responsibility assigned, so as to be able to perform in a competent and professional manner in accordance with generally accepted industry standards.

END OF EXHIBIT B

EXHIBIT C

RESPONSIBILITIES AND SERVICES OF CONSULTANT

Consultant shall provide the following professional construction management services for each of the Assigned Projects:

1. GENERAL DESCRIPTION OF THE POTENTIAL ASSIGNED PROJECTS

- 1.1. The potential Assigned Projects include facility modification projects, including but not limited to, roof projects, elevator projects, tenant improvement projects, fire life safety upgrades, HVAC upgrades, generator replacements and other similar project types.
- 1.2. Consultant will provide construction managers as required by the Judicial Council and should have the experience and capability to handle 10-15 projects at a time. Multiple Consultant Project Manager(s) could be requested by the Judicial Council depending on the backlog and workload of current Consultant Project Manager(s).

2. GENERAL SERVICES

2.1. Oversight:

To the extent requested by the Judicial Council, the Consultant shall provide the following services:

- 2.1.1. Consultant must work with the Design Team; manage work related to the Assigned Project; monitor the Contractor(s); and advise the Manager as to all material developments in the Project.
 - 2.1.2. Consultant must develop reporting and forecasting methods in compliance with Judicial Council standards, procedures and templates. Reports include but are not limited to monthly progress reports, review of schedules, cost control reports, and budget status reports. All proposed reporting and forecasting methods and report formats must be approved by the Manager and after that approval, Consultant must implement the approved reporting and forecasting methods.
 - 2.1.3. Consultant must perform all of its Services indicated in this Agreement related to the Assigned Project, including, without limitation, managing the work of the Contractor(s), regardless of how that entity is identified, how it is procured or during which Phase it begins to work on the Assigned Project.
 - 2.1.4. Consultant must consult with and advise the Manager regarding possible construction delivery methods,
 - 2.1.5. Consultant will assist the Judicial Council with procurement of a Contractor with respect to an Assigned Project.
- 2.2 Compliance with Judicial Council Policies & Manuals:** In its performance of all Services, Consultant must ensure that its practices, procedures, directions and actions are compliant and consistent with the Judicial Council's most recent policies and manuals.
- 2.3 Communication.** As directed by the Manager, Consultant will be the primary point of contact with the Contractor(s) and will either initiate, respond to, or be part of all communications between Judicial Council, the Contractor(s) and the Design Team. In consultation with the Manager and according to Judicial Council approved policies, procedures, forms, and reporting requirements for the Assigned Project, Consultant will establish a communications procedure for the Assigned Project that allows for decision making at appropriate levels of responsibility and accountability.
- 2.4 Management Team.** Consultant must provide and maintain a qualified, experienced and competent management team on the Assigned Project site.

2.5 Coordination

- 2.5.1 Design.** Consultant is not the Architect of the Assigned Project, but as indicated further herein, Consultant will perform specific Services during all phases of the Assigned Project to assist, review, coordinate, opine and cooperate with the Design Team and all other design professional(s) of the Assigned Project, and Contractor(s), if applicable.
- 2.5.2 Construction.** Consultant is not the Contractor of the Assigned Project. As provided for herein, Judicial Council will contract with the Contractor(s) for the actual construction of the Project. Consultant will perform the specific Services set forth herein during all Phases of the Assigned Project to manage the construction of the Assigned Project and review, coordinate, and cooperate with the Contractor(s) of the Assigned Project.
- 2.5.3 Plan Review.** In addition to performing its own plan reviews, constructability reviews, and value analyses, Consultant must analyze the Judicial Council's third-party code review and work with Design Team and Judicial Council to finalize and correct deficiencies and mistakes in the design documents.
- 2.5.4 Risk Management.** Consultant must meet with the Manager and with the Judicial Council's Risk Management Unit and Quality Compliance Unit staff and consultants to discuss, and make recommendations regarding, the development and implementation of an effective risk management program for the Assigned Project.
- 2.6 Sub-Consultants.** Consultant must contract for, at Consultant's expense, Sub-Consultants, to the extent deemed necessary for performance of Consultant's Services. Nothing in the foregoing shall create any contractual relationship between the Judicial Council and any Sub-Consultants employed by the Consultant under terms of this Agreement.
- 2.7 Cooperation.** Consultant must cooperate with others employed by or contracted with the Judicial Council for the design, coordination or management of other work related to the Assigned Project. These Services include but are not limited to establishing schedules for these entities (e.g., soils consultant(s), hazardous materials testing and other consultant(s), etc.), and review of costs, estimates, and invoices of each. Consultant must schedule and attend regular meetings with the Manager, the Design Team and the Contractor(s).
- 2.8 Regulatory Agencies.** Consultant must advise the Manager as to the regulatory agencies that have jurisdiction over the Assigned Project, and coordinate with and implement the requirements of the regulatory agencies. Consultant must coordinate transmittal of documents to regulatory agencies for review and advise the Manager of potential problems in completion of such reviews.
- 2.9 Design Components.** Consultant must consult with the Manager and Design Team in the selection of materials, building systems, and equipment. Provide recommendations on construction feasibility actions designed to minimize adverse impacts of labor or material shortages, time requirements for procurement, installation and construction completion, and factors related to construction cost, including estimates of alternative designs and materials.
- 2.10 Accuracy of Work Product.** Consultant is responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other Services furnished by Consultant under this Agreement as well as coordination with all applicable master plans, studies, reports and other information provided by the Judicial Council to Consultant. Consultant must, without additional compensation, correct or revise any errors or omissions in the deliverables it generates.
- 2.11 Meeting Logs.** Consultant must maintain logs of all meetings, site visits or discussions held in conjunction with the work of the Assigned Projects, with documentation of major discussion points, observations, decisions, questions or comments. These logs and documents must be furnished to the Manager and/or its representative(s) for inclusion in the overall Assigned Project documentation.
- 2.12 Records Management Protocol.** Consultant shall adhere to the Judicial Council's Records Management Protocol and utilize the Judicial Council's Management Information System(s) ("MIS"), as developed, to manage the Assigned Project and all communications between the Judicial Council, the Consultant, the Design Team, the Contractor(s) and other parties involved in the Assigned Projects.

- 2.12.1** Consultant shall utilize the MIS to support such functions as planning, organizing, scheduling, budgeting, reporting progress and identifying and documenting problems and solutions for the Project. The MIS shall allow for monthly progress reports to the Judicial Council regarding the schedule for the Assigned Project.
- 2.13 Procurement for Design-Bid-Build Project.** If the Judicial Council procures the construction of the Assigned Project through a Design-Bid-Build process, the Consultant will perform the following scopes of work:
- 2.13.1** Develop master bid/award schedule(s) and construction milestones for the Assigned Project through the completion of construction, as directed by Judicial Council, in coordination with the Design Team and advise and consult with Judicial Council. Consultant must review, and if appropriate accept, contractor(s)' schedules on behalf of the Judicial Council, but must not dictate Contractor(s)'s means and/or methods of performance.
- 2.13.2** Work with the Manager and the Design Team to separate the Construction Phase for the Assigned Project into bid packages.
- 2.13.3** Make recommendations to the Manager for prequalification of potential bidders and if needed manage all aspects of the bidder prequalification process.
- 2.13.4** Conduct pre-bid conferences to familiarize potential bidders with the bid documents, and any special systems, materials or methods and with Assigned Project procedures. Receive questions from potential bidders coordinate responses to questions with the Manager and the Design Team, and respond to bidder questions by addenda.
- 2.13.5** Prepare bid analyses and advise the Manager on compliance of bidders with Judicial Council requirements and bid requirements. Report and make recommendations to the Manager after review and evaluation regarding Contractor selection.
- 2.13.6** Conduct with the Manager, pre-award conferences with each successful bidder including discussion of Contractor(s)'s team members and key success factors for the Assigned Project. Consultant must advise the Judicial Council on the acceptability of contractor(s) for the Project.
- 2.14 Other Consultant Selection.** If requested by the Manager, Consultant must assist the Manager and the Judicial Council with the process of identifying, soliciting proposals from, and negotiating contracts and/or amendments to contracts with other consultants necessary for the completion of an Assigned Project. If requested by the Manager, Consultant must advise Judicial Council and make recommendations concerning the scope of services, the fees and the administration of consultants.
- 2.15 Compliance with Laws.** Consultant shall comply with all applicable laws, ordinance, rules, and regulations bearing on conduct of the work for each Assigned Project. If Consultant observes that any of the work by any of the Contractors on an Assigned Project is at variance with any laws, ordinance, rules or regulations, Consultant must notify the Judicial Council, in writing.
- 2.16 Review, Inspection and Approval by State Entities and/or Local Governmental Entities.** If an Assigned Project is located in a facility that is owned by the Judicial Council or the State of California, then that Assigned Project is subject to review, inspection and/or approvals by certain state entities (e.g., the California State Fire Marshal, the Division of the State Architect for access compliance issues, the Board of Community Corrections, etc.). If an Assigned Project is located in a facility that is not owned by the Judicial Council or the State of California (e.g. the facility is owned by a county), then that Assigned Project is subject to review and approvals by local governmental entities and may be subject to review and approvals by certain state entities depending upon the scope of the Assigned Project (the Board of Community Corrections, etc.). For each Assigned Project, Consultant shall confirm with Judicial Council Project Manager as to which governmental entities have jurisdiction over the Assigned Project. To the extent required by applicable law, Consultant must provide to the appropriate and applicable state government officials and/or local government officials, as applicable, the opportunity to review the documents required and applicable for compatibility with those building codes, permits, and inspections. Consultant must maintain a schedule of those permits, reviews, and inspections that are required for the construction of the Assigned Project, and ensure that the Judicial Council and Contractor(s) comply with the requirements so as not to delay the completion of the Assigned Project.

2.17 Labor Code Compliance.

2.17.1 Consultant acknowledges and understands that the State monitors and enforces compliance with Labor Code requirements through statutorily-authorized programs. Consultant must ensure that the Contractor(s), its Sub-Consultants, and other consultant's providing labor are in compliance with the State's requirements for contractor registration, payment of prevailing wages and use of apprentices in the design and construction of the Assigned Project.

2.17.2 Consultant also acknowledges that, for purposes of Labor Code section 1725.5, some of its Services may be a public work to which Labor Code section 1771 applies. That portion of the Services is therefore subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant must comply with Labor Code section 1725.5, including without limitation the registration requirements. Additionally, all Consultant's Sub-Consultants (as defined as "subcontractors" by Labor Code section 1722.1) must, to the extent required, comply with Labor Code section 1725.5 to be qualified to bid or propose on, be listed in a proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance under this Agreement. Consultant represents to the Judicial Council that all "subcontractors" (as defined by Labor Code section 1722.1), to the extent required, are registered pursuant to Labor Code section 1725.5.

2.18 Safety. Consultant must provide a qualified person, as defined by the Occupational Safety & Health Administration, to initially and continually review and from time-to-time monitor, the Contractor(s)'s Safety Program.

2.18.1 This shall include a review of all submittals and implementation of the Contractor(s)'s Safety Program and Contractor(s)'s compliance with the safety requirements of the Contractor(s)'s contract documents.

2.18.2 The Consultant must report to the appropriate Contractor(s) personnel and the Judicial Council's Risk Manager any observed deviations from the Contractor(s)'s Safety Program, the OCIP; applicable CalOSHA requirements and the Judicial Council's safety manual and documentation.

2.18.3 Consultant has the responsibility and authority to follow-up with a written safety notice to the Contractor(s), and must provide copies of those to the Manager and Judicial Council's Risk Manager.

2.18.4 Neither the Consultant nor the Judicial Council shall be responsible for or have any liability for Contractor(s)'s failure to comply with or enforce Contractor(s)'s Safety Program.

2.19 Environmental Requirements.

Consultant must provide direction and planning to ensure Assigned Project adherence to applicable environmental requirements, laws, regulations and rules such as those emanating from the California Environmental Quality Act, Environmental Protection Agency (EPA), Cal/EPA, the Air Quality Management District, the State of California and the Regional Water Quality Control Board.

2.20 Scheduling. In strict conformance with the standardized schedule format provided by the Judicial Council, Consultant shall prepare, track and report on schedule status for the Assigned Project throughout the design and construction phases. If the Judicial Council has not provided Consultant with a standard format for this purpose, then Consultant must provide its own format to the Judicial Council for approval, two (2) weeks prior to the due date of the Consultant's first schedule submittal. If the Consultant provides its own format to the Judicial Council for approval, that format must include appropriate design phase and construction phase activities, activity descriptions, and activity logic. When the Judicial Council does provide its standard format, no matter at what phase of the Assigned Project, the Consultant must immediately begin using that format.

Consultant must develop master schedules and milestone schedules for the Assigned Project utilizing the standard format, and must report on same each month to the Judicial Council. Consultant must provide to the Manager with five (5) paper copies and an electronic copy of these master schedules and milestone schedules.

2.20.1 Consultant must ensure that the Contractor fully complies with all its contractual requirements related to providing ongoing schedules, updated schedules, recovery schedules, and related documentation.

2.20.2 Consultant must evaluate Contractor's schedules for compliance with Judicial Council's deadlines,

milestones and completion dates; for logical ties between tasks; for accurate projections for the duration of specific tasks and activities; and related impacts on cost-loaded items and/or earned-value items. Construction shall provide its evaluation in writing to the Judicial Council within seven (7) days or earlier to ensure no delay in the Work of the Assigned Project.

- 2.20.3** The Consultant must perform the following tasks with respect to Scheduling:
- 2.20.3.1** If Judicial Council provides Consultant with a Work Breakdown Structure (WBS) as part of the standard format, Consultant shall utilize the WBS in its scheduling activities.
 - 2.20.3.2** Consultant shall incorporate into its scheduling activities any guidelines that the Judicial Council provides with respect to establishing construction phase milestones and associated liquidated damages.
- 2.21** **Payment Applications.** Consultant must review for accuracy, prepare a recommendation, and forward to the Manager for payment the invoices from the Design Team, the Contractor and other consultants. Consultant must provide its reports and information in an electronic format in a form acceptable to the Judicial Council.
- 2.22** **Cost Controls.** Consultant must prepare and implement methods to budget and track all expenditures on the Assigned Project. Consultant must generate monthly reports to the Manager reflecting this information. If the Judicial Council has not provided Consultant with a template for this purpose, then Consultant must provide its own template to the Judicial Council for approval, two (2) weeks prior to the due date of the Consultant's first cost control monthly report. When the Judicial Council does provide its template, no matter at what phase of the Assigned Project, the Consultant shall immediately begin using that template.
- 2.23** **Not in Scope / Coordination with Special Consultants.** Consultant is **NOT** responsible to perform the following scopes of work or services, but Consultant must coordinate the Judicial Council's other consultants and vendors that are performing these services (e.g., Consultant must establish and maintain a schedule of all environmental and archeological investigations, testing, etc.). In addition, Consultant will assist the Judicial Council in procuring these scopes of work or services when required.
- 2.23.1** Ground contamination or hazardous material analysis.
 - 2.23.2** Any asbestos testing, design or abatement.
 - 2.23.3** Historical significance report.
 - 2.23.4** Soils investigation.
 - 2.23.5** Geotechnical hazard report.
 - 2.23.6** Topographic survey, including utility locating services.
 - 2.23.7** Other items specifically designated as the Judicial Council's responsibilities under this Agreement.
 - 2.23.8** As-built documentation from previous construction projects.
- 2.24** **Constructability and Plan Reviews.**
- 2.24.1** If requested for an Assigned Project, the Consultant must review the design documents for code compliance, clarity, consistency, constructability and coordination. The results of the review must be provided in writing and in electronic database or spreadsheet format and as notations on the documents to the Manager. The Consultant must also make recommendations to the Manager with respect to constructability, construction cost sequence of construction, construction duration and separation of the contracts for various projects into categories of the work and separate Bid trade packages. However, the Consultant is not responsible for providing, nor does the Consultant control, the Assigned Project design or the contents of the design documents.

2.24.2 Consultant's actions in reviewing the Assigned Project design and the design documents and in making recommendations as provided herein are advisory only to the Judicial Council. The Design Team members are not third party beneficiaries of the Consultant's work described in this paragraph and the Design Team members remain solely responsible for the contents of design drawings and design documents

3 CONSTRUCTION PHASE

- 3.1 Administer Construction Phase Activities.** Consultant must administer the contract(s) between the Judicial Council and the Contractor(s) and all other contracts between the Judicial Council and other contractors, consultants, suppliers, and vendor performing work on the Assigned Project site, if any. Although Consultant's Services include actions indicated herein, the Consultant acknowledges that it must consult with, inform, coordinate, and when appropriate seek prior approval of its activities with the Manager.
- 3.2 Monitor Assigned Project.** Consultant must monitor the Contractor(s)'s activities and operations to verify that tools, equipment, and labor are furnished and work is performed and completed within the time as required or indicated in the Contractor(s)'s Contract Documents, to achieve the Judicial Council's objectives in relation to cost, time and quality, and to the satisfaction of the Judicial Council. Consultant expressly agrees to verify that the requirements of the Contractor(s)'s contract documents are met, observed, performed, and followed. Consultant is not responsible for and must not direct the Contractor(s)'s or other construction contractor(s)' means and methods.
- 3.3 Meetings.** Consultant must conduct construction meetings for the Assigned Project to discuss and resolve such matters as progress, quality and scheduling. These meetings must be held weekly unless Assigned Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the Manager, the Contractor(s), the affected Sub-Consultants (if any) and the Design Team.
- 3.4 Schedule.** Consultant shall ensure Contractor(s) provides construction schedules as required by its Contractor's contract documents, including activity sequences and durations, submittal schedule, and procurement schedule for products that require long lead time. Consultant must review Contractor(s)'s construction schedules for conformity with the requirements of the Contractor(s)'s contract documents and conformity with the overall schedule for the Assigned Project. Where Contractor(s)'s construction schedules do not so conform, Consultant must take appropriate measures to secure Contractor(s)'s compliance with the requirements of its contract documents for updating, revising, and other obligations relative to its construction schedule. Consultant must incorporate Contractor(s)'s construction schedule updates and revisions into the master Assigned Project construction schedule.
- 3.5 Contractor(s)'s Contractual Requirements.** Consultant must continually monitor whether Contractor(s)'s contract requirements are being fulfilled and recommend courses of action to the Manager when Contractor(s) fails to fulfill contractual requirements including, without limitation, the adequacy of the Contractor(s)'s personnel and equipment, and the availability of materials and supplies to meet the Contractor(s)'s schedules in relation to the Assigned Project schedule.
- 3.5.1** Consultant must notify the Manager in writing if Consultant becomes aware that the work of Contractor(s) is not being performed in accordance with the requirements of the Contractor(s)'s contract documents. Consultant must review any and all test and inspection reports and notify the Manager, the Judicial Council and the Design Team, as appropriate, of deficiencies in the work of which Consultant becomes aware and must advise the Judicial Council of projected consequences of that deficiency and make recommendations to the Judicial Council with respect to appropriate remedies to cure that deficiency.
- 3.5.2** As appropriate, Consultant shall have authority, with written authorization from the Judicial Council, to require additional inspection or testing of the work in accordance with the provisions of the Contractor(s)'s contract documents, whether or not such work is covered, installed or completed.
- 3.5.3** As appropriate, Consultant shall have authority, with written authorization from the Judicial Council, and after consultation with the Judicial Council's Project Inspector(s) ("Inspector") to reject work which does not conform to the requirements of the applicable Contractor(s)'s contract documents.

- 3.6 Minor Variations.** Consultant, with the prior written approval of the Manager, may authorize minor variations in the Contractor(s)'s work from the requirements of the Contractor(s)'s contract documents that do not involve an adjustment in the Contractor(s)'s contract price or the Contractor(s)'s contract time or design and which are consistent with the overall intent of the Assigned Project's design. The Consultant must provide to the Design Team and the Manager copies of these written waivers to the Contractor(s). The Consultant's indemnity obligations as indicated herein are applicable to all unforeseen costs and/or schedule impacts to the Assigned Project that result from the Consultant's authorization(s) made pursuant to this subsection.
- 3.7 Payment Applications.**
- 3.7.1** Consultant must review for accuracy, and prepare a recommendation, and forward to the Manager for payment the invoices from the Design Team, the Contractor(s) and other consultants. Consultant must provide its reports and information in an electronic format in a form acceptable to the Judicial Council.
- 3.7.2** Consultant shall certify certificates for payment to Contractor(s) and make written recommendations to the Manager concerning payment. Consultant's certification for payment will constitute a representation to the Judicial Council that, to the best of the Consultant's knowledge, information and belief, the Contractor(s)' work has progressed to the point indicated and the quality of the work is in accordance with the requirements of the Contractor(s)' contract documents. The issuance of a certificate for payment will further constitute a representation by the Consultant that the Contractor(s) are entitled to payment in the amount certified.
- 3.7.3** Consultant will adhere to the Judicial Council's procedures for review and payment of Assigned Project costs and expenses, including fees for the Design Team and consultants.
- 3.8 Budgets.** Consultant must monitor ongoing Assigned Project costs to verify that projected costs do not exceed the approved budgets and provide the Manager timely notice of any potential increase in costs in excess of approved budgets provided to Consultant.
- 3.9 Changes.** Consultant must evaluate Contractor(s)'s proposals, proposed change orders, requests to use contingency funds (if any) and review proposed changes prepared by the Design Team, with the Design Team's input as needed, for approval by the Manager. Consultant must advise the Manager concerning the necessity for, scope of and recommended cost of change orders or the use contingency funds.
- 3.10 Claims.** Consultant must assist the Manager in resolution of actual or potential disputes and claims of the Contractor(s) and other entities performing work or services on the Assigned Project in accordance with the Claims Management and Resolution policy and consistent with the requirements of the Contractor(s)'s contract documents.
- 3.11 Testing & Inspection.** Consultant must, with the assistance of the Manager, the Design Team, Contractor(s), Judicial Council's Risk & Quality Compliance Unit and the Inspector(s), establish a schedule of, and procedure for, requesting, required inspections and material testing as required by applicable building codes, the Contractor(s)'s contract documents and other applicable industry standards.
- 3.12 Quality Assurance Program.**
- 3.12.1** Consultant must establish and implement, in consultation with the Inspector, a quality assurance program to review the Contractor(s)'s quality management program, and monitor the quality and workmanship of construction for conformity with:
- 3.12.1.1** Accepted industry standards;
- 3.12.1.2** Applicable laws, rules, codes, or ordinances;
- 3.12.1.3** The Contractor(s)'s contract documents; and
- 3.12.1.4** The established or approved inspection and testing schedule.

- 3.15.2** Where it has been determined by the Design Team and/or Inspector(s) that the work of a Contractor(s) does not conform as set forth above, Consultant must notify the Manager and:
- 3.15.1.1** Notify the Contractor(s) of the non-conforming work, even if the Inspector(s) already notified the Contractor(s); and
- 3.15.1.2** Take any and all action(s) permitted by, and in accordance with, the Contractor(s)'s contract documents and California law to compel the Contractor(s) to correct the work.
- 3.16 **RFIs.** Consultant must maintain a log of requests for information ("RFI") submitted by the Contractor(s) to the Consultant or any member of the Design Team. Consultant shall utilize the Judicial Council's management information system(s) ("MIS"), as developed, for this purpose.
- 3.17 **Submittals.** Consultant must establish and implement procedures, in collaboration with the Manager and the Design Team, for processing and approval of shop drawings, product data, samples, and other submittals for each contract. Consultant will receive and transmit all submittals from the Contractor(s) to the Design Team and other reviewers for review and approval. Consultant must maintain and keep the submittal tracking log current. Consultant is also responsible for identifying, managing, and tracking all submittals requiring concurrent review and approval (parallel submittals) and ensuring that all review comments and approvals are coordinated prior to returning the submittal(s) to the Contractor(s).
- 3.18 **Project Documents.** Consultant must maintain a current copy of all approved documents, drawings, specifications, addenda, change orders, use of allowance(s), use of contingency(s) and other modifications, and drawings marked by the Contractor(s) and its Sub-Consultant(s) to record all changes made during construction.
- 3.18.1 These documents include, but are not limited to, shop drawings, product data, samples, submittals, field surveying notes, applicable handbooks, maintenance and operating manuals and instructions, and other related documents and revisions which are relevant to the Assigned Project work.
- 3.18.2 Consultant must ensure that the Design Team and the Contractor(s) maintain and provide to the Judicial Council all principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as prepared/provided by the Contractor(s) and its Sub-Consultant(s).
- 3.18.3 Consultant must collaborate with Judicial Council's consultants to ensure there is not unnecessary duplication of Assigned Project documentation and must make available its records to all of Judicial Council's consultants when appropriate.
- 3.18.4 At the completion of and Assigned Project, Consultant must deliver all these records to the Manager, at a location(s) directed by the Manager, in strict compliance with the Judicial Council's Assigned Project documents turnover and archiving procedure.

4 **ASSIGNED PROJECT COMPLETION/CLOSEOUT PHASE**

- 4.1 Consultant must observe all the Assigned Project's checkouts of utilities, operational systems and equipment, and start-up and testing. Consultant shall observe those events with the Manager, the Judicial Council's maintenance personnel, and the Contractor(s) and applicable Sub-Consultant(s). Consultant must maintain records of these events. Consultant shall ensure the Judicial Council that those events were done in compliance with applicable provisions of the Contractor(s)'s contract that all work has been performed and accepted, and that all systems are complete and operative.
- 4.2 Prior to starting the punch list for the Assigned Project, or portions thereof, Consultant must, in consultation with the Manager, the Design Team, all project inspectors, and the Contractor(s) ensure the preparation of a list of incomplete work. All items of incomplete work must be added to the punch list. No punch list will be created until the Judicial Council has determined that all incomplete items are of minor significance.

- 4.3 At the punch list phase of the Assigned Project or designated portions thereof, the Consultant shall, in consultation with the Manager, the Design Team and all project inspectors, ensure the preparation of a list of incomplete or deficient work which does not conform to the requirements of the Contractor(s)'s contract documents ("punch list work") and a schedule for the completion of the punch list work. The Consultant must provide this list to the Contractor(s). The Consultant must coordinate Contractor(s)'s performance and completion of punch list work. The Consultant must review the completed punch list work with the Manager, the Design Team and all project inspectors. The Consultant must ensure, with input from these entities, that the completed punch list work complies with applicable requirements of the Contractor(s)' contract documents.
 - 4.4 Consultant must advise the Manager when the Consultant determines that the Assigned Project or designated portions thereof are complete and all punch list items have been completed.
 - 4.5 Consultant must conduct, with the Manager, the Design Team and all project inspectors, final inspections of the Assigned Project or designated portions thereof. The Consultant must advise the Manager when the Consultant determines that the Assigned Project is at final completion, including the completion of all outstanding punch list items.
 - 4.6 Consultant must assist with the issuance of a Certificate of Final Completion, and must provide to the Judicial Council a written recommendation regarding final payment to the Contractor(s).
 - 4.7 Final Assigned Project Documents.
 - 4.7.1 Consultant must review, monitor and approve all as-built drawings, maintenance and operations manuals, and other closeout documents and ensure all required final documents submitted by the Contractor(s) meet the requirements of the Contractor(s)'s contract documents.
 - 4.7.2 The Consultant must, secure and deliver to the Manager, all required guarantees, keys, manuals, record drawings, daily logs, Assigned Project files, and all other electronic and physic Assigned Project records in strict compliance with the Judicial Council's Assigned Project records turn-over and archiving procedure.
 - 4.7.3 Consultant must use its best efforts and all due diligence to ensure all Assigned Project participants provide all required closeout documents and information on a timely basis and to not cause a delay in Assigned Project completion or approval of the Assigned Project.
 - 4.7.4 Consultant shall certify that all project documentation and records are uploaded into the Judicial Council's Records Management Protocol and the MIS for electronic archiving. If it is technically not possible to create an electronic copy of a Assigned Project document, record or item (e.g. physical sample of a lighting fixture), the Consultant must seek direction from the Manager as to how the item should be archived or disposed of.
 - 4.8 **Final Report.** If requested by the Judicial Council for a specific Assigned Project in a Service Work Order, the Consultant must, within two (2) weeks of final completion of each Assigned Project, submit a final Assigned Project report to the Manager. The final Assigned Project report must be prepared and submitted in strict compliance with the Judicial Council's final Assigned Project report procedure.
- 5 **WARRANTY.** The Consultant shall ensure that all documentation for all warranties and guarantees are provided by the Contractors(s).

END OF EXHIBIT C

EXHIBIT D

SERVICE WORK ORDER PROCESS INVOICING AND PAYMENT PROVISIONS

1. Maximum Service Work Order Amount and Contract Amount

- 1.1. The maximum amount the Judicial Council shall be obligated to pay to Consultant under any individual Service Work Order authorized under this Agreement for performing all Work, as well as payment for all Travel and Living Expense and/or any Reimbursable Expenses incurred, shall not at any time exceed the Total Amount specified on the face of the most recently authorized Service Work Order applicable. No verbal agreements will be honored.
- 1.2. The maximum amount the Judicial Council shall be obligated to pay to Consultant under this Agreement (“Contract Amount”) shall not at any time exceed the total of all Total Amount(s) Encumbered to Date. The total amount that the Judicial Council may pay the Consultant under this Agreement shall not at any time exceed the total of the Service Work Order Sums of all Service Work Orders authorized for the performance through the current date.

2. Service Work Order

- 2.1. The Judicial Council will authorize the performance of Work and spending of funds under this Agreement only via Service Work Order issued through Owner’s CAFM system. Service Work Orders must be “accepted” by the Consultant within the CAFM system. This involves the Consultant logging into CAFM, opening the SWO, and clicking the “Accept” button. A written document will be provided by Judicial Council (FMU) via CAFM software system that summarizes the Assigned Project details and references all other documents incorporated within the Assigned Project.
- 2.2. Service Work Orders may only be authorized only during the Term of this Agreement. The end date for services authorized in a Service Work Order may exceed the expiration date of this Agreement but may not be extended once this Agreement has expired.
- 2.3. Service Work Orders may only be authorized for the specific Service Types and Services described in Exhibit E.
- 2.4. Service Work Orders may be authorized within the Consultant’s primary region(s) or in other regions Statewide, at the request of the Judicial Council provided the SWO is accepted by the Consultant per section 2.1.

3. Service Work Order Process

- 3.1. The Judicial Council’s Manager will provide Consultant with an unsigned Services Request Form (Exhibit F), describing the Work the Judicial Council wants performed. The Judicial Council’s Manager will complete the Services Request Form and send to Consultant electronically. The Judicial Council Manager will inform the Consultant of the appropriate Pricing Methodology to be used in the Service Work Order.
- 3.2. **Pricing Methodologies.** Two Pricing Methodologies are allowable under this Agreement. Pricing Methodology sets both the total amount of compensation that will be made under a Service Work Order, as well as terms and conditions that will apply to the Services to be provided. Only one type of Pricing Methodology may be used in any individual Service Work Order and that methodology will apply to all Services provided under that Service Work Order. If more than one methodology is necessary, the Services must be segregated into separate Service Work Orders.

3.2.1. Lump Sum Based Pricing

3.2.1.1. When a Service Work Order is authorized for performance on a lump sum basis (“Lump Sum Basis”), the prices for all services the cost of any expected Travel and Living Expenses, and the cost of any expected Reimbursables will be added to calculate a lump sum price (“Lump Sum Price”) applicable to that Service Work Order. The applicable price(s) and costs and method to be used to calculate the Lump Sum Price are specified below.

3.2.1.2. Consultant will be compensated for Lump Sum Basis Service Work Orders according to percentage complete of particular phases, deliverables, or a schedule of fixed milestone amounts with each milestone amount associated with the provision and acceptance of individual designated Deliverable(s) as agreed to between the Judicial Council Manager and Consultant Project Manager. The total of the price(s) for all Deliverables must be equal the Lump Sum Price applicable to the Service Work Order.

3.2.1.3. In Service Work Orders authorized on Lump Sum Basis, Consultant is responsible for the provision in full of all of the Services and Materials specified in the Service Work Order as well as bearing all costs and expenses for any Travel and Living Expenses, any Reimbursables expenses, and any other costs and expenses incurred to provide the Services and Materials, regardless of the amount of Consultant’s actual costs and expenses incurred. Consultant shall be compensated solely by payment of a Lump Sum Price.

3.2.2. Time and Materials Based Pricing

3.2.2.1. When a Service Work Order is authorized for performance on a Time and Materials Basis, the prices for those Services, the cost of any expected Travel and Living Expenses, and the cost of any expected Reimbursables will be added to calculate a time and materials price based upon the hourly rates set forth in Exhibit “E” (“Time and Materials Price”) applicable to that Service Work Order. The applicable price(s) and costs and method to be used to calculate the Time and Materials Price are specified below.

3.2.2.2. Consultant will be compensated for Time and Materials Basis Service Work Orders in the form of monthly payments based upon: the hours of work actually expended the Service(s) actually performed; the actual cost for any allowed Travel and Living Expenses actually incurred (when incurred in accordance with the Judicial Council’s Travel and Living Expense Rules and Rates and in amounts not to exceed the maximum amounts specified as allowable in the Judicial Council’s Travel and Living Expense Rules and Rates); and the actual cost of any allowed Reimbursables (in amounts at or below the Reimbursable(s) prices specified in the Service Work Order).

3.2.2.3. In Service Work Orders authorized on a Time and Materials Basis, Judicial Council may request on a not-to-exceed basis. Consultant will be responsible for the provision of Services and Materials specified in a Service Work Order if authorized in accordance with the provisions of the Service Work Order, for paying for any Travel and Living Expenses and Reimbursable(s) necessary to provide those Services and Materials if authorized by the Judicial Council’s Manager. Consultant shall be compensated solely in the form of payments for the Services, Materials, Travel and Living Expenses, and Reimbursables expenses which shall be made as specified above, however, Consultant shall not provide Services and/or Materials, incur Travel and Living Expenses, or purchase Reimbursable(s) past the point at which the total of such charges, if invoiced to the Judicial Council in accordance with this Agreement, would exceed the Time and Materials Price applicable to that Service Work Order.

3.3. Upon receipt, Consultant will, in coordination with the Judicial Council’s Manager, edit the Services Request Form (Exhibit F) if necessary so that it appropriately describes, to the satisfaction of both parties, the various elements of the Work and Materials to be provided, and submit the revised version.

- 3.4. Consultant will fill out and submit electronically the Consultant Proposal Form (Exhibit G) based upon the description of the Services requested by the Services Request Form, providing the following:
 - 3.4.1. Service Work Order Subtotals and Service Work Order Grand Total: List the Service Types and the corresponding subtotals as applicable to the Assigned Project. If the Service is to be performed by a Sub-consultant, include the name of the Sub-consultant.
 - 3.4.2. Schedule of Deliverables and Milestone Payments: If Lump Sum Basis Pricing Methodology is used, after consultation with the Judicial Council Manager, provide a list of designated Deliverable(s) and the amount to be paid upon acceptance of each such Deliverable that has been agreed to by both Parties. The Judicial Council does not pay for Services in advance and no milestone payment will be tied to initiation of the Work. The individual Milestone Payments to be used shall be proportioned to correspond to the portion of the Assigned Project Services necessary to provide the Deliverable. Invoicing and Payments may only be made according to this Schedule of Deliverables and Milestone Payments. Deliverables must be tangible.
 - 3.4.3. Time and Materials: Provide the corresponding hourly rate (from Exhibit E of this Agreement), number of hours, and subtotal for the utilized job title.
 - 3.4.4. Lump Sum Price: If Lump Sum Services are to be provided, describe the service, the category of service it falls into (consult Exhibit E for approved Service Types), the price, quantity, and subtotal. Lump Sum Based Services are approved on per Assigned Project basis by the Judicial Council Manager.
 - 3.4.5. Travel and Living Expenses: If performance of a Service will necessitate the expenditure of Travel and Living Expenses, describe the Travel and Living Expenses that are necessary to perform the Service. Provide the titles (and names if available) of individuals for whom the Travel and Living Expenses will be expended. Provide an explanation of the purpose for the expenditure(s) and the expected dates of the expenditure(s). All Travel and Living Expenditures must be costed out in accordance with the Judicial Council's Travel and Living Expense Rules and Guidelines, given in this Exhibit D. Provide the information requested on the form, along with a subtotal for all Travel and Living Expenses. If no Travel and/or Living Expenses are to be incurred, leave this section blank.
 - 3.4.6. Reimbursable Items: If performance of a Service will necessitate Consultant's use of Reimbursable Items, provide a listing of the Reimbursable Items necessary to perform the Service, along with quantities necessary, price, extended price, and a subtotal for all Reimbursable Items. If no Reimbursable Items are to be purchased, leave this section blank. Reimbursable Items must be priced at Consultant's actual acquisition cost, net of any discounts or rebates allowed and are not subject to any markup, charge, add on, or pass through charge or fee of any type. Reimbursable Items are not services. The amounts listed here are allowances only and the individual Reimbursable Items to be invoiced may exceed the amounts listed in this section provided the total amount invoiced does not exceed the subtotal of all Reimbursable Items.
- 3.5. Upon completion of the above, Consultant's Project Manager shall submit Consultant's Proposal to the Judicial Council's Manager via e-mail in the form of a file in modifiable MS-Word processing format.
- 3.6. The Judicial Council's Manager shall review separately or with the Consultant and may request changes to the Proposal submitted, in which event Consultant shall modify and resubmit the Proposal, again in accordance with the provisions of this Exhibit D.
- 3.7. Consultant Proposals so submitted are available for acceptance and may not expire or be revoked for a period of twenty (20) Business Days following the date submitted to the Judicial Council's Manager, or until the date scheduled for the start of the Work in the applicable Service Work Order passes, whichever event occurs sooner.

- 3.8. If the Judicial Council intends to accept Consultant's Proposal and proceed with the Assigned Project, the Judicial Council Manager will create a Service Work Order in Owner's CAFM system and populate the Consultant Proposal Form (Exhibit G) with a unique SWO number. The Services Request Form (Exhibit F) and accepted Consultant Proposal Form (Exhibit G) will be uploaded to CAFM.
- 3.9. The Judicial Council Manager will then notify the Consultant of its Proposal acceptance. The Judicial Council shall provide, via e-mail, a Service Work Order consisting of a cover page with a unique Service Work Order number, the accepted Service Request Form (Exhibit F) and Consultant Proposal Form (Exhibit G).
- 3.10. Consultant shall review all documents and, upon acceptance, log in to Owner's CAFM system, look up the corresponding Service Work Order, and click "Accept". By clicking "Accept", Consultant agrees to all the provisions of this Agreement and the corresponding Service Work Order.
- 3.11. Upon notification of Service Work Order acceptance in CAFM by the Consultant, the Judicial Council shall direct the Consultant to begin work in writing [see 3.12].
- 3.12. Following authorization of a Service Work Order, but before the initiation of Work on an Assigned Project, Owner may furnish additional detailed written and/or graphic instructions to explain the Work more fully, and such instructions become a part of the requirements of the authorized Service Work Order applicable to an Assigned Project. Should such Additional Detailed Instructions, in the opinion of Consultant, constitute Work in excess of the requirements of the authorized Service Work Order, Consultant must submit written Notice of the same to the Owner within seven (7) Days following receipt of such instructions, and in any event no later than prior to commencement of the Work of the Assigned Project. If in the Owner's judgment, the Additional Detailed Instructions do in fact constitute Work in excess of the requirements of the authorized Service Work Order, the Owner may, at Owner's option, either close the authorized Service Work Order and create a new Service Work Order or issue a Supplementary Service Work Order to account for the excess Work.
- 3.13. If the parties agree to cancel an already authorized Work Order, the existing SWO must be closed within Owner's CAFM system and a new SWO process started.
- 3.14. Only the following Owner's personnel are approved to authorize a SWO(s): Manager for Facility Management; Managers; Supervising Facilities Management Administrators; Facilities Management Administrators; Judicial Council Customer Service Center Personnel.
- 3.15. Owner shall from time to time provide Consultant with the names and contact information of persons filling primary positions. This letter will be updated from time to time as personnel change, and is effective upon receipt. These changes will not require that this Agreement be amended.
- 3.16. The Judicial Council reserves the right to modify the forms provided in Exhibits F and G, as it deems necessary or appropriate, in its sole discretion, and will notify Consultant of any modification to said form prior to implementing the modified form(s). Modified forms will be substantially similar to Exhibits E and F in this Agreement.
- 3.17. There is no limit on the number of Service Work Orders the Judicial Council may request or authorize under this Agreement.
- 3.18. The Judicial Council does not guarantee that Consultant will receive any authorized Service Work Order(s) under this Agreement.

4. Invoicing Instructions

- 4.1. All Invoices must contain:
 - 4.1.1. The Agreement Title and Agreement Number from the first page of this Agreement;
 - 4.1.2. The Service Work Order Number provided on the Service Work Order;
 - 4.1.3. A unique invoice number;
 - 4.1.4. Consultant's name and address;
 - 4.1.5. Consultant's Taxpayer identification number (FEIN);

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- 4.1.6. The Pricing Methodology applicable to the Service Work Order (e.g. “Pricing Methodology – Lump Sum Price”);
 - 4.1.7. Preferred remittance address if this address has changed at the time this Agreement was signed. In addition, Judicial Council must be notified of this change immediately. Changes to the remittance address made on an invoice without the Judicial Council being specifically notified will result in processing and payment delays;
 - 4.1.8. Date Range of Work performed; and
 - 4.1.9. Date of Invoice.
- 4.2. In addition, Consultant shall provide invoices in formats that correspond to the Pricing Methodology specified in the authorized Service Work Order, as follows:
- 4.2.1. Lump Sum Based Service Work Orders:

Consultant shall, upon receipt and written acceptance by the Judicial Council’s Manager of a Deliverable associated with a Payment Milestone but not more frequently than once monthly, submit an invoice for any Milestone Payments associated with any Deliverable(s) accepted by the Judicial Council during the previous calendar month. Deliverables shall not be invoiced to the Judicial Council in advance of receipt of written acceptance from the Judicial Council Manager.

 - 4.2.1.1. Consultant’s invoice for such Service Work Orders must specify the following:
 - 4.2.1.1.1. Name of the Deliverable, using the same words as specified in the Service Work Order description;
 - 4.2.1.1.2. Amount of the milestone payment designated for the accepted Deliverable, as specified in the Service Work Order;
 - 4.2.1.1.3. A line specifying the Service Work Order Grand Total (i.e. “Service work Order Grand Total = \$) applicable to the Service Work Order.
 - 4.2.2. Time and Materials Not to Exceed and Time and Materials Based Service Work Orders: Consultant shall submit an invoice for time and materials for Services rendered during the previous calendar month, and not more frequently than once monthly.
 - 4.2.2.1. Consultant’s invoice for such Service Work Orders must specify the following:
 - 4.2.2.1.1. Schedule of Values (listing appropriate phases or milestones) and extended subtotals; OR
 - 4.2.2.1.2. Hourly Rates: A section with the applicable job title, number of hours invoiced, applicable hourly rate as specified in Exhibit E, and subtotal;
 - 4.2.2.1.3. Fixed Price Services (if applicable) with the description, price, quantity, and subtotal using the same language as provided in the Service Work Order;
 - 4.2.2.1.4. Travel and Living Expenses (if applicable) actually incurred with the name and job title of the individual claiming expenses, date, purpose, and subtotal. Cost of travel or living expense must not exceed the allowance specified in the Judicial Council Travel and Living Expense Guideline;
 - 4.2.2.1.5. Reimbursable Items (if applicable) with the description, actual cost incurred, quantity, and subtotal using the same language as provided in the Service Work Order. Receipts must be provided as backup documentation;
 - 4.2.2.1.6. Amount of retention (not to exceed 10% of amount invoiced), if applicable;
 - 4.2.2.1.7. Total Invoice Amount (minus retention, if applicable).

5. **Judicial Council Travel and Living Expenses Guidelines**

Any prices, rates, charges, fees, and any rules, terms, or conditions regarding Travel and Living Expenses specified in Exhibit D that conflict with the provisions of Exhibit E are null and void and without effect.

- 5.1. If so specified in a Service Work Order, the Judicial Council shall reimburse Consultant for actual and reasonable transportation, meals, and lodging expenses actually incurred by Consultant’s and its Sub-consultants’ employees when actually incurred in the course of their performance of the Work, but subject to the following:

- 5.1.1. If air transportation is authorized, the Judicial Council will reimburse Consultant only at the actual cost incurred. All air transportation is limited to coach fares and must be booked a minimum of fourteen (14) Business Days prior to travel, unless the Manager agrees in writing to a shorter period in the Service Work Order.
- 5.1.2. If overnight lodging expense is authorized, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines, the Judicial Council will reimburse Consultant only (i) for hotel room rental at the actual cost, but not to exceed \$120.00 per Day, plus occupancy tax and/or energy surcharge; and (ii) for meals, at the actual cost but not to exceed the following maximum amounts per person per Day: breakfast \$8.00; lunch \$12.00; dinner \$20.00; and incidentals \$6.00. Reimbursement for Travel and Living Expenses is subject to the provisions of and must be charged in accordance with the Judicial Council's Guidelines for Travel and Living Expenses.
- 5.1.3. If private vehicle ground transportation expense is authorized, the Judicial Council will reimburse Consultant at the then published Federal cents per mile. www.irs.gov/Tax.../Standard-Mileage-Rates.
- 5.1.4. The Judicial Council is not obligated to pay for, and Consultant shall not invoice for any hours of non-production Work expended by the Consultant or its Sub-consultants' employees that are spent traveling to or from the location where the Service(s) are performed.
- 5.1.5. Travel and Living Expenses shall be billed to the Judicial Council at Consultant's actual cost, including any discounts or rebates accorded to Consultant or its Sub-consultants, and are not subject to any markup, fee, or other charge.

6. Taxes

The Judicial Council is exempt from federal excise taxes and no payment will be made for any taxes levied on Consultant's or any Sub-consultants' employees' wages. The Judicial Council will pay for any applicable State of California or local sales or use taxes on any Materials provided or Services rendered pursuant to this Agreement.

7. Invoice Submission

- 7.1. Consultant shall submit one (1) original to the Contract Manager and one (1) electronic copy to the Judicial Council Manager for processing.

8. Retention

- 8.1. The Judicial Council may withhold payment of an amount equal to ten percent (10%) from all payments made for invoices submitted. Upon successful completion of all Work under an individual Service Work Order, Consultant shall separately invoice, for the amounts retained, if applicable.

9. Payment

- 9.1. The Judicial Council will endeavor to pay invoices within sixty (60) days after receipt of a correct, itemized invoice. In no event shall the Judicial Council be liable for interest or late charges for any late payments.
- 9.2. Payment shall be made by the Judicial Council to the Consultant at the address specified when this Agreement was signed. Changes to this address can be made by notifying the Judicial Council in writing of the new remittance address, but should be done prior to invoice submission to avoid processing delays.
- 9.3. The Judicial Council may withhold full or partial payment to the Consultant in any instance in which the Consultant has failed or refused to satisfy any material obligation provided for under this Agreement or the Service Work Order.

10. Disallowance

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

11. Payment Does Not Imply Acceptance of Work

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

12. Release of Claims

12.1. The acceptance by Consultant of its final payment due under an authorized Work Order shall be and shall operate as a release of the Judicial Council, the Court(s) and the State from all claims and all liability to the Consultant for everything done or furnished in connection with said Work Order, including every act and neglect of the Judicial Council and or the Court(s).

12.2. Consultant shall, on the face of Consultant's final invoice submitted for payment, expressly identify as outstanding any claim that it has. Consultant's failure to identify any such claims shall operate as a release of all claims.

END OF EXHIBIT D

EXHIBIT E

**SERVICE TYPES, KEY
 PERSONNEL AND
 HOURLY RATES**

1. Service Types and Hourly Rates

- 1.1. Consultant shall, when specified in an authorized Work Order, provide Services within the following Scopes. Additional detail regarding scope within a Service Work Order can be found on Exhibit F, “Services Request Form”, to be approved on a Service Work Order basis.
- 1.2. Service Types:
- 1.3. Hourly Rates

Service Type	Job Title		Hourly Rate
General Consultant Services	Project Director		
	Consultant Project Manager		
	Other consultant(s)		
	Scheduler		
	Estimator		
	Administrator		

2. Consultant and Consultant’s Sub-Consultant Services and Pricing

- 2.1. All Services Types and descriptions that may be provided and all prices to be charged under this Agreement are specified in this Exhibit E.
- 2.2. Hourly rates to this Master Agreement shall remain firm and not subject to change throughout the term of this Agreement.
- 2.3. No Services or Materials shall be provided or compensated for under this Agreement unless authorized in writing by the Judicial Council.
- 2.4. Hourly Rates Based Services - Addition of New Job Titles
 - 2.4.1. The addition of any such new job title of individual to Exhibit E of this Agreement is subject to execution of an Amendment to this Master Agreement.
- 2.5. Addition of New Service Types or Job Titles
 - 2.5.1. If Consultant Project Manager and the Judicial Council Manager so agree, the addition of any such new Service Type to Exhibit E is subject to execution of an Amendment to this Agreement and to the provisions of this Section.
 - 2.5.2. Any such new Service Type or Job Title to be added shall be limited to professional services and to such other incidental Services that members of those professions and those in their employ may logically or justifiably perform.

- 2.5.3. If a new Service Type or Job Title is to be added, Consultant shall provide the following information:
 - 2.5.3.1. The pricing for new Service Type(s) and/or Job Title(s) must be provided in a format specifying the Service Type(s) and/or Job title(s) and their associated hourly rate(s). The hourly rates that will apply to any such Service Type are subject to negotiation and once approved and issued via Amendment to this Agreement, may not change. All hourly rates provided must be priced at a single price (i.e. \$60/hr.) and not a range.
- 2.6. Upon addition of any new Job Title and corresponding hourly rate to this Agreement, that price will remain firm and not subject to change throughout the remaining term of this Agreement.
- 2.7. Regardless of anything that may be stated to the contrary in the Master Agreement, vendor is not entitled to and will not charge the Judicial Council for any servicing charge, processing, billing or any other type of fee or surcharge of any type that is made upon the Fixed Price Services and/or Hourly Rates charged by its Sub- consultants and billed to the Judicial Council for any Sub-consultant provided Services, any Travel and Living Expenses incurred, or any Reimbursables provided as a result of this Agreement.
- 2.8. All SWO Assigned Projects currently authorized shall remain unchanged for the balance of their stated scope and duration. For any SWO Assigned Projects currently authorized but delayed through no fault of the Service Provider for ninety (90) calendar days past the effective date of new hourly rates, then Service Provider may request a revised SWO valuation and reauthorization from the Judicial Council Manager so long as such changes do not exceed the limits stated above.

END OF EXHIBIT E

EXHIBIT F



JUDICIAL COUNCIL
OF CALIFORNIA
ADMINISTRATIVE DIVISION
REAL ESTATE AND FACILITIES MANAGEMENT

**SERVICES REQUEST
FORM**

Date: [Date]
From: [Manager Name] [Address] [Phone/Fax] [Email]
Assigned Project: [Project Title]
FM/SWO: [FM / SWO Numbers]

The Judicial Council of California requests that you provide a Proposal Package for the above referenced Assigned Project as per the services requested below.

The work was discussed on [Date] with the following individuals:

[List contact name, company, and email/phone number here] [List contact name, company, and email/phone number here] [List contact name, company, and email/phone number here]

Your proposal is due on or before: [Time and Date]
Proposed Work Schedule: [Start/End Dates]

Instructions: Services Requested should be detailed below in collaboration with Consultant(s). In your description, specify the location(s) at which the Services will be provided and what documents (i.e. drawings, spec sheets, photos, etc.), if any, are being provided by the Judicial Council. Include all applicable phasing and schedule constraints. If detailed schedules and/or progress reports are required, include frequency, type(s) of information needed and, if applicable, any particular format to be used. Attach additional pages as needed.

Services Requested:

END OF EXHIBIT F

EXHIBIT G



**JUDICIAL COUNCIL
 OF CALIFORNIA**
 ADMINISTRATIVE DIVISION
 REAL ESTATE AND FACILITIES MANAGEMENT

**CONSULTANT
 PROPOSAL FORM**

Date: [Date]

Judicial Council PM: [Judicial Council Project/Manager Name] _____
 [Address] _____
 [Address] _____
 [Phone/Fax] _____
 [Email] _____

Arch PM: [Assign Name] _____
 [Company] _____
 [Address] _____
 [Phone/Fax] _____
 [Email] _____

Region BANCRO NCRO SRO

Assigned Project:

Project Title:

FM/SWO:

[FM / SWO Numbers] _____ SWO Start/End Dates: [Start/End Dates] _____

Master Contract:

[Master Agreement Number] _____ MA Expiration Date: [MA# Expiration Date] _____

This Service Work Order will be priced according to the following Pricing Methodology (check

ONE): Lump Sum Basis Time and Materials Basis

Does the Consultant agree to provide services as detailed in Exhibit E: Services Request Form? __ Yes __ No

Work Order Subtotals and Work Order Grand Total:

Service Type	Subtotal (breakout below)
<i>Consult Exhibit E to determine what Services are available under this particular Agreement.</i>	
General Consultant Services	\$
[Service Type and name of Sub-consultant]	\$
[Travel and Living Expenditures – if applicable and approved by Judicial Council PM]	
[Reimbursables – if applicable and approved by Judicial Council PM]	
Service Work Order Grand Total	\$

Schedule of Deliverables and Milestone Payments: (if applicable)

Description of Deliverable	Milestone Payment Amount
	\$
Service Work Order Grand Total	\$

Hourly Services	Job Title	Hourly Rate	# of Hours	Subtotal
All other services				

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Fixed Price Services		Price	Quantity	Subtotal
[Description]				
[Description]				
Travel and Living Expenditures		Purpose		Subtotal
[Job Title]	[Name, if known]			
Reimbursable Items (estimated)		Price	Quantity	Subtotal
[Description]				
[Description]				
SERVICE WORK ORDER GRAND TOTAL				

END OF EXHIBIT G

Exhibit H

Background Check Policy

Internal Background Check Policy

Security Operations' Contractor Clearance Program

WHO MUST COMPLY WITH THIS POLICY?

This policy applies to:

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

WHAT IS THE POLICY?

Council staff must do all of the following:

1. Ensure that each "Contractor" is fingerprinted, evaluated, and badged *before* he or she is allowed unescorted access to a "Restricted Area." A person who has not met these requirements may only enter a Restricted Area during an "Emergency Situation" and:
 - a. must be escorted at ALL times by someone who has met these requirements; or
 - b. must be found suitable for unescorted access to Restricted Areas by the court, in compliance with FBI *Criminal Justice Information Services Security Policy* and CA DOJ regulations for CLETS found in *CLETS Policies, Practices and Procedures*.
2. Adhere to the SO procedure for background check services, which is referenced at the end of this policy under Additional Resources.
3. Ensure that contracts, agreements, and related documents do not contradict or counteract this policy or the related SO procedure.

Definition of Contractor

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

This excludes contractors and agencies who do not receive payment for services from the council. It also excludes employees of entities that are able to do fingerprint-based background checks that are submitted to the CA DOJ. Those entities are responsible for performing their own background checks of their employees. SO only provides background checks to employees of private contractors who cannot do fingerprint-based background checks that are submitted to the CA DOJ (as commercially-available searches will not suffice).

Definition of Restricted Area

For the purposes of this policy, any area of either the CCTC or a court facility which:

1. contains a means to connect to FBI and CA DOJ criminal databases via CLETS; *or*
2. contains any records or information (transported, processed, or stored in physical or electronic format) that were obtained via CLETS.

The definition of Restricted Area also applies to electronic access to network and computing components where CLETS data is transported or stored in a physical or electronic format.

Definition of Emergency Situation

For the purposes of this policy, any condition arising from a sudden or unexpected occurrence in which prompt services are needed to avoid or minimize the impact on the CCTC, court facility, or the council staff's ability to do the following:

- Ensure the safety and security of people occupying and visiting the facility;
- Conduct business in a timely manner in a safe and functional environment;
- Preserve the facility; and
- Protect files, records, and documents located in the facility.

Visitors to the CCTC or the non-public areas of a court facility are not required to undergo a background and fingerprint check. They must, however, be escorted at ALL times.

WHAT IS THE PURPOSE OF THIS POLICY?

The council retains contractors to do work on its behalf or on behalf of courts, and these contractors are often located in the courts. Many if not all courts subscribe to CLETS service from the CA DOJ and have CLETS terminals, records, and information in their facilities, as does the CCTC.¹

There are strict regulations regarding access to CLETS. Government Code sections 15150– 15167 establish the CA DOJ's responsibility for maintenance of the system. The CA DOJ publishes a *CLETS Policies, Practices, and Procedures* document that specifies, among other things, the fingerprint and background check requirements for access to CLETS-provided information. Entities that subscribe to CLETS service from the CA DOJ are responsible for their compliance. Also, FBI security policy addresses personnel who have access to criminal justice information. Screening requirements are outlined in the FBI's *Criminal Justice Information Services Security Policy*.

As a service to the courts and as a precaution, council's staff have implemented a policy of conducting CLETS-level background checks for any of its contractors who would be working in Restricted Areas.² The council's Executive Office delegated to SO oversight of background checks for non-council employees working under contract with the council in Restricted Areas. SO worked with the CA DOJ and several council offices to define Restricted Areas, establish a procedure for providing related services, and identify the evaluation criteria that are listed in this policy.

¹ Depending on the type and location of their work, contractors may be subject to additional requirements, which will be specified by the Judicial Council's Agency CLETS Coordinator (ACC) who can be reached at Nicole.Rosa@jud.ca.gov.

² The Court retains authority over access to its facility and this policy does not supersede the Court's responsibility, if a CLETS Subscribing Agency, to comply with FBI's *Criminal Justice Information Services Security Policy* and CA DOJ's *CLETS Policies, Practices and Procedures*.

WHAT IS THE APPLICATION PROCESS?

Council staff are responsible for requesting SO's services when needed. As part of the initial set-up process, they will be required to provide SO the following:

- A project code for chargeback of CA DOJ billing costs;
- A designated council contact; and
- A designated Contractor contact, as applicable.

SO and the council's Human Resources (HR) office share a single Originating Agency Identifier (ORI) number. HR receives the CA DOJ invoices and uses the project code that council staff provide to do chargebacks for the cost of the Contractor background checks.

SO will send the SO procedure to the designated council contact and Contractor contact, as applicable. The council contact and Contractor contact are responsible for explaining the restrictions to the "Applicants." They are also responsible for providing SO with the following.

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- A background check authorization signed by the Applicant;
- A completed badge form, authorized by the council project manager; and
- A digital photograph of the Applicant that meets the requirements on the badge form.

SO will send the council contact or Contractor contact an “Applicant Packet” with the appropriate instructions and forms. The forms are prefilled with the council routing and billing information. The council contact or the Contractor contact gives the Applicant the paperwork so he or she can be fingerprinted. The Applicant should fingerprint within two weeks. It usually takes two weeks to three months for the CA DOJ to provide the background check results.

Delays sometimes occur due to poor fingerprint quality, criminal information hits, or erroneous information submitted on the fingerprint transaction. SO will provide the council contact and Contractor contact with information about how Applicants can check the status of their submissions with the CA DOJ.

WHAT ARE THE EVALUATION CRITERIA?

SO will review the results using the following evaluation criteria, which comply with FBI and CA DOJ regulations. Applicants are not suitable for unescorted access to a Restricted Area if an Applicant’s background check reveals any of the following:

1. A felony conviction of any kind or felony charge pending court disposition (that includes arrest warrant for a felony charge); or
2. Any misdemeanor conviction *or* charge pending court disposition involving violence, weapons, theft, robbery, burglary, embezzlement, dishonesty, gang activity, drugs (excluding certain misdemeanor marijuana convictions more than two years from the date of such conviction, as specified in California Labor Code section 432.8) or moral turpitude.

Crimes of moral turpitude (that are not already described in the criteria above) include:

- Assaultive crimes involving false imprisonment, discharging a firearm, and shooting at an inhabited dwelling.
- Drug crimes involving maintaining a drug house, possessing heroin for sale, possessing marijuana for sale, selling drugs, and transporting a controlled substance.
- Escape crimes involving escape with or without violence and evading a peace officer.
- Property crimes involving arson, forgery, and receiving stolen property.
- Sex crimes involving indecent exposure, lewd acts on a child, pimping and pandering, and rape.
- Weapon crimes involving possessing or conspiring to possess an illegal firearm and possessing a deadly weapon with intent to assault.
- Other crimes involving bribery, extortion, kidnapping, perjury, and terrorist threat.

The following will be reviewed on an individual basis to determine suitability for unescorted access to a Restricted Area:

1. Misdemeanor convictions greater than 10 years old;
2. Felony or misdemeanor arrests without conviction and/or misdemeanor convictions, within the last 10 years that, when taken in total, establish reasonable doubt about the Contractor’s suitability for access; or
3. Outstanding arrest warrants indicating possible fugitive status.

WHAT IS THE EVALUATION PROCESS?

Because the council qualifies as an Applicant Agency under California law, it receives the criminal record results electronically from the CA DOJ. SO follows the CA DOJ instructions to keep the information secure. It cannot share the criminal record result information.

Applicants Suitable for Unescorted Access to Restricted Areas

If an Applicant is suitable for unescorted access per the evaluation criteria, SO will notify the council contact(s) and Contractor contact(s), as applicable. SO will delete the criminal record results.

If not already submitted, the council contact or Contractor contact must provide SO with the Applicant's completed badge form and digital photograph. These will be used for badge purposes only. The digital photograph must meet the requirements on the badge request. If not already submitted, SO must also have the council project manager's authorization for a badge, via a signed badge form or e-mail approval.

SO will forward the Contractor's badge to the council contact or Contractor contact for distribution. The Contractor must wear the badge in a visible location at all times while in a Restricted Area, as visual confirmation that he or she is suitable for unescorted access.

Applicants Not Suitable for Unescorted Access to Restricted Areas

If an Applicant is not suitable per the evaluation criteria, SO will notify the council contact(s) and Contractor contact(s), as applicable, that the Applicant is not suitable for unescorted access to a Restricted Area. SO will mail the relevant criminal record results to the Applicant at the address he or she listed on the Live Scan form and then delete the criminal record results.

If the Applicant believes that the criminal record results contained an error, he or she must contact the CA DOJ's California Justice Information Services Division at 916-227-3849 to obtain information on how to correct the record. Information on this process is also available at the Office of the Attorney General's website at http://oag.ca.gov/fingerprints/security_faq.

SO must submit a No Longer Interested (NLI) form to the CA DOJ so that it does not receive subsequent arrest notifications or dispositions on Applicants deemed not suitable. For this reason, if the Applicant's record is corrected and the council project manager wants SO to re-evaluate, the Applicant will have to be re-fingerprinted.

Subsequent Arrests

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

If SO is notified of a Contractor's arrest, it may reevaluate the person's suitability for unescorted access to Restricted Areas. SO reserves the right to change its determination of a person's suitability for unescorted access to Restricted Areas based on a subsequent arrest. If this occurs, SO will notify the council contact(s) and Contractor contact(s), as applicable, and request that the Contractor's badge be returned, that unescorted access to a Restricted Area be discontinued, and that the Contractor's last-known address be provided. SO will mail the relevant criminal record results to the Contractor at that address, delete the criminal record results, and send an NLI.

Requests for Exceptions

Exceptions are rarely considered because the evaluation criteria implement mandatory FBI and CA DOJ regulations. If an Applicant receives notice that he or she is not suitable for access to Restricted Areas, the Contractor contact may ask the council project manager to request an exception from SO. The request must be in writing. It must include the Applicant's name and reason for the request. The Applicant will have to be re-fingerprinted. SO will send the Contractor contact a new Applicant Packet.

Before re-fingerprinting, the Applicant may want to consider options for cleaning up his or her criminal record. One resource is the Online Self-Help Center located on the California Judicial Branch's website at www.courts.ca.gov (specifically, the *Figuring out your options* section under *Cleaning Your Criminal Record*).

Once SO receives the criminal record results electronically from the CA DOJ, the SO supervisor will evaluate the results and notify the council project manager, council contact(s), and Contractor contact(s) of the decision.

WHAT IS THE BADGING PROCESS?

Badge Issuance

SO issues badges to Applicants suitable for unescorted access to restricted areas. These green badges help identify Contractors who have been deemed suitable by SO for unescorted access to Restricted Areas. The badges do not provide any special privileges to Contractors (for example, bypassing entrance security screening). They do not allow access to secured council facilities.

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The badges that allow access to the council buildings are part of a separate SO program. Council building access is only granted to people who will work in the building regularly, and it must be applied for in person. The council contact or designee may escort the Contractor to the SO Badge Room to complete the required form and have a photograph taken.

Badge Replacement

SO replaces lost, stolen, and damaged badges. The council contact or Contractor contact must notify SO when a replacement is needed.

Badge Return

When an approved Applicant is no longer employed by the Contractor company or is reassigned so that he or she no longer needs unescorted access to a Restricted Area, the following must happen. The council contact or Contractor contact must promptly inform SO, collect the Contractor's badge, and return it to SO. SO must fax or mail an NLI form to the CA DOJ so that it does not receive subsequent arrest notifications or subsequent arrest dispositions.

QUESTIONS AND COMPLAINTS

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

ADDITIONAL RESOURCES

Council staff may contact SO for current versions of the following documents:

- Memo to contacts summarizing SO procedure
- Contractor Background Check Authorization
- Contractor Badge Information/Authorization

REFERENCES

- California Government Code sections 15150–15167
- Federal Bureau of Investigation *Criminal Justice Information Services Security Policy*
- California Department of Justice *CLETS Policies, Practices, and Procedures*
- Office of the Attorney General's website at http://oag.ca.gov/fingerprints/security_faq

Background Check Authorization

Security Operations' Contractor Clearance Program

The designated Judicial Council (council) contact and/or Contractor contact are responsible for reviewing this information and related restrictions, such as evaluation criteria, with "Applicants." Applicants must read, sign, and date this form. The council contact or Contractor contact will obtain from Security Operations (SO) an Applicant Packet with instructions for fingerprinting.

In connection with my work under a contract with the council, I authorize procurement of a background check that includes:

- A statewide criminal history from the California Department of Justice (DOJ);
- A national criminal history from the Federal Bureau of Investigation (FBI); and
- A national criminal history from the National Law Enforcement Telecommunications System (for non-California residents only).

I authorize the release of this information without restriction to the council for purposes of determining my suitability for unescorted access to Restricted Areas, which are defined as any area of either the California Courts Technology Center, a court or Judicial Council facility which (1) contains a means to connect to FBI and CA DOJ criminal databases via the California Law Enforcement Telecommunications System (CLETS) or (2) contains any records or information (stored in physical or

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electronic format) that were obtained via CLETS. The definition of Restricted Area also applies to areas where CLETS information can be discussed, electronic access to network and computing components where CLETS data is transported or stored in a physical or electronic format.

I agree that the results of my background check may be reviewed by SO staff. I understand that:

- SO will determine my suitability for unescorted access using a list of evaluation criteria that are based on FBI security policy and CA DOJ regulations for CLETS.
- SO will notify the council contact(s) and the Contractor contact(s) whether I am suitable for unescorted access. SO will not, however, disclose any details from my background check.
- SO will follow FBI and CA DOJ instructions to keep the criminal record result information secure. SO will delete the results after evaluation.

I acknowledge that a scanned or faxed copy of this release shall be as valid as the original.

Signature: _____ Date: _____
 Printed name: _____ Employer: _____
 County/state of residence: _____ Operating company: _____

Badge Information/Authorization

Security Operations’ Contractor Clearance Program

The designated Judicial Council (council) contact and/or Contractor contact are responsible for reviewing this information with “Applicants.” Applicants must provide badge information and a digital photograph for a badge. The council contact or Contractor contact will submit these items to Security Operations (SO). The items will only be used for badging purposes.

If the Applicant is found suitable for unescorted access to Restricted Areas, SO will send a Contractor badge to the council contact or Contractor contact for distribution. Contractors must wear these badges in a visible location at all times while in a Restricted Area, and must return the badges if requested or when they stop working in the Restricted Area.

For Applicant—print badge information below.

First Name: _____
 Last Name: _____
 Employer: _____
 Height: _____ Hair color: _____
 Eye color: _____ Year of birth: _____

Provide a digital photo (image file, not pdf) that:

- Reflects your current appearance (within the last six months)
- Was taken in front of a plain white or off-white background
- Shows your head and shoulders clearly (no hats/sunglasses)
- Shows you facing the camera directly (not a profile shot)
- Is not too small, blurry, or grainy to be used on a badge Thank you.

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For council project manager—authorize and date: _____

For SO Use Only – Background Check Group			
<input type="checkbox"/>	IT	<input type="checkbox"/>	REFM—BANCRO
<input type="checkbox"/>	FIN	<input type="checkbox"/>	REFM—BUR
<input type="checkbox"/>	REFM—IDIQ	<input type="checkbox"/>	REFM—SACTO
<input type="checkbox"/>	Other (specify):	<input type="checkbox"/>	

END OF EXHIBIT H

Exhibit I

Judicial Council Tool Control Policy

Judicial Council Tool Control Policy

1.0 Authority

The procedure supports the followings California law, administrative procedure, rule of court, or Judicial Council policy:

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

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

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

2.0 Scope

The Facilities Management Unit is responsible for Facilities Services throughout In-Custody Holding areas. Successful provision of services requires technical personnel to access and operate in these areas and to bring all the tools, supplies, materials, parts, and equipment necessary to complete their work. Due to the unique nature of the environment, there is an extremely high risk that any of these items, if not properly controlled, will result in property damage, and/or personal injury to those who operate and occupy the areas, and to others who may in the course of normal operations, enter these areas.

3.0 Purpose

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

4.0 Definitions

TERM	DEFINITION
JUDICIAL COUNCIL	Administrative Office of the Courts
In-Custody Holding Areas	Areas where people who are “in-custody” by authorities are kept prior to and following their court appearance

5.0 Process Steps

This section contains the description of the process steps in this procedure.

5.1 Procedure:

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

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

5.2 Minimal Operational Requirements:

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

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

5.3 Documentation:

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

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

5.4 Compliance:

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

5.5 Site Specific Requirements:

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

5.6 Site Specific Options:

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

5.7 Exemption:

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

5.8 Periodic Evaluation:

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

6.0 Process Completion Steps and Next Steps

The completion of work and a reconciled inventory of tools used during work.

7.0 Non-Formalized Processes

None at this time

8.0 Decision Making Authority

Follows the FMU organizational hierarchy

9.0 Dispute Resolution

Follows the FMU organizational hierarchy

10.0 Process Performance Metrics

What is critical to the internal/external customer of this process, and how do you know?
What critical measurements define the quality of this process?

- Tool reconciliation on completion of work
- Accurate record keeping

END OF EXHIBIT I