



MASTER SUBCONTRACT AGREEMENT

#XXXXXX

CONTRACTOR: **PRIDE Industries One, Inc.**
10030 Foothills Blvd.
Roseville, CA 95747
Phone (916) 788-2368
Fax (916) 788-2565

SUBCONTRACTOR: **XXX**

Phone:
Fax:

CONTRACTOR Points of Contact: **XXXXXX**

SUBCONTRACTOR Point of Contact: **XXX**

This Master Subcontract Agreement (hereinafter the "Subcontract") is made and entered into as of the date of the last signature between Contractor and Subcontractor. The base term of this Agreement will be for **(TERM HERE WILL BE UP TO THREE YEARS)** from signature date or until the expiration of the contract between Contractor and Owner(s), whichever comes first.

Subcontractor agrees to provide certain materials, equipment and services based on the terms and conditions set forth herein. In addition to the Terms and Conditions, included herein via www.prideindustries.com/subcontractor-terms. Subcontractor expressly agrees to carefully read all terms and conditions before entering into this Agreement.

Subcontractor agrees that if any portion of the work covered by this Agreement is further subcontracted, such lower-tier subcontractors shall be bound by the provisions of this Agreement to the same extent required by Subcontractor.

This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof, all such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing will have no further rights or obligations thereunder.

Subcontractor will submit the following items prior to commencing any work under this AGREEMENT:

1. Certificates of Insurance pursuant this Agreement.
2. Signed W-9 Form if applicable.
3. If applicable, copy of SUBCONTRACTOR'S contractor's license.

The following exhibits are attached and incorporated as if fully set forth herein:

Exhibit A: Insurance Requirements

Each individual signing this AGREEMENT directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the AGREEMENT on behalf of SUBCONTRACTOR for whom

it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of SUBCONTRACTOR with respect to the matters contained herein and as stated herein.

The parties hereto have executed this agreement for themselves, their heirs, executors, successors, administrators, and assignees on the day and year first written above.

CONTRACTOR:

SUBCONTRACTOR:

Jennifer Ottolini, CFS Business Ops Director

Signature

Print Name & Title: _____

Dated: _____

Dated: _____



MSA Exhibit A

| Policy | Limit | Amount | Endorsements Required |
|--|---|-------------|--|
| General Liability | Per Occurrence – Combined Single Limit for Bodily Injury & Property Damage | \$1,000,000 | CONTRACTOR Named as Additional Insured on a Primary Non-Contributory Basis |
| | Products & Completed Operations | \$2,000,000 | |
| | General Aggregate | \$2,000,000 | |
| Automobile Liability | Combined Single Limit per Accident for Owned, Non-Owned & Hired Automobiles | \$1,000,000 | CONTRACTOR Named as Additional Insured on a Primary Non-Contributory Basis |
| Worker's Compensation | | Statutory | Waiver of Subrogation (except NJ) |
| Employer's Liability | Bodily Injury – Each Accident | \$1,000,000 | |
| | Bodily Injury by Disease – Each Employee | \$1,000,000 | |
| | Bodily Injury by Disease – Policy Limit | \$1,000,000 | |
| Contractor Pollution Liability / Asbestos Pollution Liability | Per Occurrence | \$1,000,000 | |
| | Aggregate | \$2,000,000 | |

All insurance carriers must be rated A or higher by AM Best

Note A: Additional Insured Endorsement. PRIDE Industries or PRIDE Industries One, Inc., its officers, directors and employees; The Owner; their directors, officers and employees and any other parties required by owner shall be named as additional insured as provided by a policy provision or by either an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG20101185 as published by the Insurance Services Office (ISO), a combination of ISO Additional Insured forms CG 2010 1001 and CG 2037 1001, or their equivalent. The additional insured provisions shall include products and completed operations coverage and shall be maintained on all subsequent policy renewals through all applicable statute of limitation periods following completion of the work. Subcontractor will modify their insurance policy by endorsement, to stipulate that their General Liability insurance coverage applicable to the additional insureds is primary insurance and that any other insurance carried by the Contractor will be excess only and will not contribute with this insurance. Any cross-suits exclusion shall not apply to an Additional Insured.

Note B: Workers' Compensation and Employers Liability Insurance. Worker's Compensation insurance shall be provided as required by California Law or any applicable law or regulation including U. S. Longshoremen's and Harbor Workers Compensation Act, and The Jones Act as applicable. If Subcontractor leases any employees through another company, then Subcontractor shall also provide evidence of coverage in the form of an alternative employer/leased employee endorsement. Subcontractor shall provide insurance in amounts of not less than \$1,000,000 for any bodily injury. Subcontractor's insurance carrier shall waive rights of subrogation against PRIDE Industries or PRIDE Industries One, Inc., the Owner and all other indemnitees named in the Contract Documents, and subcontractor's insurance policies shall contain an endorsement requiring such waiver of subrogation on NCCI form WC 00 03 13.

Note C: Pollution Liability Insurance. The following Subcontractors of any tier are required to provide and maintain Pollution Liability Insurance meeting the minimum requirements herein: (1) Any Subcontractor whose scope of work requires the handling and/or transportation of hazardous materials (including, but not limited to, asbestos, lead, silica, contaminated soil, or any other hazardous material as defined by applicable law); The Pollution Liability Insurance shall meet or exceed the following minimum requirements:



MSA Exhibit A

| Policy | Limit | Amount | Endorsements Required |
|--|---|-------------|--|
| General Liability | Per Occurrence – Combined Single Limit for Bodily Injury & Property Damage | \$1,000,000 | CONTRACTOR Named as Additional Insured on a Primary Non-Contributory Basis |
| | Products & Completed Operations | \$2,000,000 | |
| | General Aggregate | \$2,000,000 | |
| Umbrella | Per Occurrence & Aggregate | \$1,000,000 | |
| Automobile Liability | Combined Single Limit per Accident for Owned, Non-Owned & Hired Automobiles | \$1,000,000 | CONTRACTOR Named as Additional Insured on a Primary Non-Contributory Basis |
| Worker's Compensation | | Statutory | Waiver of Subrogation (except NJ) |
| Employer's Liability (within Worker's Compensation) | Bodily Injury – Each Accident | \$1,000,000 | |
| | Bodily Injury by Disease – Each Employee | \$1,000,000 | |
| | Bodily Injury by Disease – Policy Limit | \$1,000,000 | |
| Professional Liability | | \$1,000,000 | CONTRACTOR Named as Additional Insured on a Primary Non-Contributory Basis |

All insurance carriers must be rated A or higher by AM Best

Note A: Additional Insured Endorsement. PRIDE Industries or PRIDE Industries One, Inc., its officers, directors and employees; The Owner; their directors, officers and employees and any other parties required by owner shall be named as additional insured as provided by a policy provision or by either an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG20101185 as published by the Insurance Services Office (ISO), a combination of ISO Additional Insured forms CG 2010 1001 and CG 2037 1001, or their equivalent. The additional insured provisions shall include products and completed operations coverage and shall be maintained on all subsequent policy renewals through all applicable statute of limitation periods following completion of the work. Subcontractor will modify their insurance policy by endorsement, to stipulate that their General Liability insurance coverage applicable to the additional insureds is primary insurance and that any other insurance carried by the Contractor will be excess only and will not contribute with this insurance. Any cross-suits exclusion shall not apply to an Additional Insured.

Note B: Workers' Compensation and Employers Liability Insurance. Worker's Compensation insurance shall be provided as required by California Law or any applicable law or regulation including U. S. Longshoremen's and Harbor Workers Compensation Act, and The Jones Act as applicable. If Subcontractor leases any employees through another company, then Subcontractor shall also provide evidence of coverage in the form of an alternative employer/leased employee endorsement. Subcontractor shall provide insurance in amounts of not less than \$1,000,000 for any bodily injury. Subcontractor's insurance carrier shall waive rights of subrogation against PRIDE Industries or PRIDE Industries One, Inc., the Owner and all other indemnitees named in the Contract Documents, and subcontractor's insurance policies shall contain an endorsement requiring such waiver of subrogation on NCCI form WC 00 03 13.



Exhibit B

Terms & Conditions

California

ARTICLE 1 – SUBCONTRACTOR SERVICES; PROJECT SITE

1.1 Scope of Work. Subcontractor agrees to perform the services described in the Scope of Work attached hereto (the “Services”). Unless otherwise indicated herein, Subcontractor’s Scope of Work includes all labor, materials, equipment, transportation, permits, licenses, fees, and taxes required for completion.

1.2 Permits. Except as otherwise specified in the Scope of Work, Subcontractor shall procure and pay for all permits, licenses, and inspections, other than inspections performed by Contractor, and shall furnish any bonds, security, or deposits required by the Government, state, territory, municipality, or other political subdivisions to permit performance of the Services. This includes, but is not limited to identifying if such permits and licenses are required, compiling the information and data required for applications to obtain permits and licenses, filing of necessary applications for such permits and licenses, and providing any additional information or data required by the governmental entity. Where permits and licenses are furnished by the Contractor or the Owner, Subcontractor shall provide all reasonable assistance requested.

1.3 Subcontractor Duty to Inspect Project Site. Subcontractor has investigated all necessary facts and circumstances related to the Project Site and Subcontractor certifies that it has not relied upon any opinions or representations of Contractor regarding its provision of Services. Subcontractor shall promptly notify Contractor in writing before proceeding with any Services that Subcontractor believes may be impacted by previously unknown or latent Project Site conditions.

1.4 Subcontractor Service Areas. All areas of the Project Site subject to the provision of Services by Subcontractor shall be identified by Contractor and Subcontractor shall confine its operations to those assigned areas. Subcontractor shall keep its assigned areas in a neat, clean, and safe condition and shall be responsible for and shall bear any and all risk of loss of or damage to Services in progress, including all materials and equipment, until final acceptance of the Services under this Subcontract. Upon completion of any phase of the Services, Subcontractor shall promptly remove all unnecessary equipment and surplus materials. Upon completion of the Work and prior to final payment, Subcontractor shall, at its expense, satisfactorily remove or dispose of all waste, materials, and equipment belonging to Subcontractor and return all Contractor or Owner supplied equipment and materials. Subcontractor shall leave the premises in a neat, clean, and safe condition. In event of Subcontractor's failure to comply with the foregoing, Contractor will perform these services at Subcontractor's expense or shall offset the cost from future payments due to Subcontractor.

1.5 Equipment. All material and equipment furnished and Work performed shall be properly inspected by Subcontractor at its expense, and shall at all times be subject to quality surveillance and quality audit by Contractor, the Owner, or their authorized representatives. Any Subcontractor or rental equipment involved in an on-site accident shall not be removed from the site until all information required for the accident investigation is obtained and approval for equipment release is received from Contractor. In the event Subcontractor uses Contractor’s equipment or facilities, Subcontractor shall reimburse Contractor, at a predetermined rate, unless otherwise stated herein. In doing so, Subcontractor assumes all responsibility for, and shall hold Contractor harmless from any claims, actions, demands, damages, liabilities, or expenses, including legal fees and costs, resulting from its use by Subcontractor or its agents or employees.

1.6 Cooperation. Contractor, the Owner, and other contractors may be working at the Project Site during the performance of this Subcontract, and the Services may be subject to interference as a result of such concurrent activities. Contractor reserves the right to require Subcontractor to schedule the order of performance of the Services in a manner to minimize interference. Subcontractor shall fully cooperate with and not commit any act that will interfere with other contractors, subcontractors, Contractor, or the Owner at the Project Site. Should Subcontractor incur any additional costs or sustain any damages through any act or omission of another contractor or subcontractor, Subcontractor shall have no claim or cause of action against Contractor or the Owner for such additional costs or damages and hereby waives any such claim. The phrase "act or omission" as used herein includes but is not limited to delays, interferences, hindrances, or disruptions on the part of another contractor or subcontractor.

ARTICLE 2 – INSPECTION; TESTING; ACCEPTANCE; WARRANTY

2.1 Inspection. Subcontractor must at all times permit Contractor, the Owner or their respective agents, officers, employees, consultants and representatives to inspect any Services performed by Subcontractor at the Project Site. This obligation includes maintaining proper facilities and safe access for inspection. When a project requires a portion of the work to be tested, such portion of work must not be covered until inspected by Contractor or other designated representative. Should any work be covered without the required testing and acceptance, such work must be uncovered and recovered at Subcontractor's expense. Contractor's inspection of any work does not constitute Contractor's acceptance of the inspected work or any waiver of any available right or remedy. Whenever, as determined by Contractor, any portion of the Work performed by Subcontractor is suitable for immediate use, Contractor or the Owner may occupy, take possession, and use such portion. Use shall not constitute acceptance, relieve Subcontractor of its responsibilities, or act as a waiver by Contractor or any of the terms of the Subcontract. Contractor's written notice of final inspection of the Services under this Subcontract shall not constitute a waiver of any rights or remedies of the Contractor or Owner under this Subcontract, or in law or in equity.

2.2 Testing. Subcontractor shall furnish samples as requested and shall provide reasonable assistance and cooperation necessary to permit tests to be performed on materials, equipment or Services in place including reasonable suspension of Services during testing. If, before acceptance of the Services, Contractor decides to examine or destructively test completed Services, Subcontractor, on request, shall promptly furnish all necessary labor, and materials. If the Services are found to be defective or non-conforming in any material respect due to the fault of Subcontractor or its lower tier subcontractors, Subcontractor shall be solely responsible for the expense of examination and reconstruction. However, if the Services are found to meet Subcontract requirements, Contractor shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including an extension of time for completion of remaining Services by Subcontractor.

2.3 Warranty. Subcontractor warrants to Contractor and the Owner that equipment and materials furnished under this Subcontract shall be new, of clear title, and of the most suitable for their intended uses. All workmanship shall be performed in accordance with sound construction practices acceptable to Contractor. Subcontractor further warrants all equipment and material it furnishes and all Services against defects in design, equipment, materials, or workmanship for a period of twelve (12) months following Contractor's final approval of Subcontractor's Services, or the standard commercial warranty period, whichever is greater. Subcontractor shall ensure that any OEM warranties that are applicable to material or equipment obtained as part of the Services are passed through to Contractor or the Owner. If at any time during the warranty period, Contractor discovers any defect in the design, equipment, materials, or workmanship, Contractor, at its sole discretion, may direct Subcontractor in writing and Subcontractor agrees to:

2.3.1 rework, repair, or remove and replace defective equipment and materials or re-perform the Services to achieve an acceptable quality;

2.3.2 cooperate with others assigned by Contractor to correct such defects and pay to Contractor all actual costs reasonably incurred by Contractor in performing or in having performed corrective actions; and/or

2.3.3 propose and negotiate in good faith an equitable reduction in the Subcontract price in lieu of corrective action. Subcontractor further warrants any and all corrective actions it performs against defects in design, equipment, materials, and workmanship for an additional period of twelve (12) months following acceptance by Contractor of the corrected Services. In addition, the re-performance of work by Contractor shall not relieve Subcontractor of any of its responsibilities under this Subcontract, including but not limited to express or implied warranties, specified standards for quality, contractual liabilities, and indemnification.

ARTICLE 3 – TERM; TERMINATION; SUSPENSION; FORCE MAJEURE

3.1 Term. This Subcontract shall continue in force and effect until the completion of Services or termination as set forth below.

3.2 Termination for Cause. Contractor may terminate this Subcontract, in whole or in part, for any material breach by Subcontractor of any duty or obligation that remains uncured following the provision of five (5) calendar days' written notice, in accordance with the Notice provisions set forth herein; immediately upon written notice in the event Subcontractor seeks protection under the Bankruptcy Code, makes an assignment for the benefit of creditors, or becomes insolvent; or immediately upon de-scope, termination, or suspension of the Prime Contract by the Owner.

3.3 Termination without Cause. Contractor may terminate this Subcontract, in whole or in part, at any time, for any reason, upon the provision of ten (10) calendar days' written notice.

3.4 Suspension of Work. At any time, Contractor may, by written notice to Subcontractor, suspend performance of the Services. Unless otherwise directed by such notice, upon receipt, Subcontractor shall immediately discontinue Services; place no further purchase orders or subcontracts for materials, labor or equipment with respect to such Services and make good faith efforts to suspend any pending purchase orders or subcontracts; and take any other reasonable steps to minimize costs associated with such suspension.

3.5 Force Majeure. If Subcontractor's performance is prevented or delayed by any unforeseeable cause that is beyond the reasonable control of the parties and without the fault or negligence of Subcontractor, Subcontractor shall, within forty-eight (48) hours of the commencement of any such delay, provide Contractor written notice, including the anticipated impact of the delay on performance of the Services. Delays attributable to and within the control of Subcontractor's lower tier subcontractors shall be deemed delays within the control of Subcontractor. If Contractor determines that the delay was unforeseeable and was not caused or triggered by the fault or negligence of Subcontractor, Contractor will determine any applicable extension for the performance of Services and will provide written notice to Subcontractor. Subcontractor's failure to provide timely notice as described herein shall be sufficient grounds for denial of an extension of time.

ARTICLE 4 – PAYMENT; SET-OFF / BACK CHARGES

4.1 Payment. Unless otherwise indicated in Scope of Work, Subcontractor will be paid following completion and acceptance of all Services by Contractor. Invoices will be paid net forty-five (45), following Contractor's receipt of a proper invoice. Subcontractor will be paid for any satisfactorily completed Services (as determined by Contractor) on a pro-rata basis as of the effective date of termination. Any payments made by Contractor shall not be deemed as a waiver of any condition or acceptance of Subcontractor's work. Travel, per diem and lodging costs are not reimbursable under this Subcontract, unless otherwise set forth in the Scope of Work. In the event such expenses are permitted by Contractor, Subcontractor shall conform to the allowable rates and caps set forth in the GSA schedule applicable to the Project Site.

42 Taxes. Subcontractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with the Services and shall make any and all payroll deductions required by law. Subcontractor hereby indemnifies and holds the Contractor and the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

43 Delay. Except for matters arising out of a Force Majeure event, if the Prime Contract contains a liquidated clause, and the Subcontractor defaults in the proper performance of Services, thereby causing delay to the entire Project Site, Subcontractor shall be liable for any loss and damages, including liquidated damages, sustained by the Contractor.

44 Set-Off / Back Charges. In the event completion or re-performance of Services must be undertaken by Contractor in accordance with Article 2, above, including any costs incidental to corrective actions, including demolition, disassembly, transportation, reinstallation, reconstruction, retesting, and re-inspection, Subcontractor shall be liable for the difference between the Subcontract price and the cost incurred by Contractor to complete or re-perform the Services. Contractor may, at its option, recoup payment through written demand to Subcontractor or offset of the remaining amounts due to Subcontractor, if any. Contractor's right to set-off and/or back charge is in addition to any and all other rights and remedies provided in this Subcontract or in law or equity.

ARTICLE 5 – INDEMNIFICATION; DISPUTE RESOLUTION

5.1 Indemnification – General Provisions. Subcontractor shall indemnify, defend, and hold harmless Contractor and the Owner from and against any and all suits, actions, legal, or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, expenses, and losses of any kind or nature in connection with, arising from or incidental to the performance of this Subcontract, including any breach of any duty, obligation, or representation, whether arising before or after completion of the Services and in any manner directly or indirectly caused, occasioned, or contributed, in whole or in part, or claimed to be caused, occasioned, or contributed, in whole or in part, by reason of any act, omission, fault, or negligence of Subcontractor, its lower tier subcontractors, or anyone acting under its direction or control or on its behalf.

5.2 Indemnification – Patent and Intellectual Property. Subcontractor shall indemnify, defend, and hold harmless Contractor and the Owner from and against any and all suits, actions, legal, or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, expenses, and losses of any kind or nature in connection with, arising from or incidental to any concept, product, design, equipment, materials, process, copyrighted materials, or confidential information furnished by Subcontractor under this Subcontract constitutes an infringement of any patent or copyrighted material or a theft of trade secrets. If use of any part of such concept, product, design, equipment, material, process, copyrighted material, or confidential information is limited or prohibited, Subcontractor shall, at its sole expense, procure the necessary licenses to use the infringing concept, product, design, equipment, material, process, copyrighted material or confidential information or, with prior written approval from Contractor or the Owner, replace it with substantially equal but non-infringing concepts, products, designs, equipment, materials, processes, copyrighted material, or confidential information; provided:

5.2.1 any substituted or modified concepts, products, designs, equipment, material, processes, copyrighted material, or confidential information shall meet all the requirements and be subject to all the provisions of this Subcontract; and

5.2.2 any replacement or modification shall not modify or relieve Subcontractor of its obligations under this Subcontract.

The foregoing obligation shall not apply to any concept, product, design, equipment, material, process, copyrighted material, or confidential information that has been furnished in writing by Contractor or the Owner to Subcontractor.

53 Dispute Resolution. Subcontractor shall proceed diligently with the performance of Services pending final resolution of any dispute, claim, appeal or action arising hereunder and shall comply with any decision rendered by Contractor. Any claim for an adjustment to the Subcontract price or time of performance that cannot be resolved by informal negotiation shall be considered a dispute within the meaning of this clause. For all such claims, Subcontractor shall certify that the claim is made in good faith; that the supporting data is accurate and complete; and that the amount requested accurately reflects the adjustment for which Subcontractor believes Contractor is liable. If Subcontractor and Contractor are unable to resolve a claim for adjustment, each party shall notify the other party in writing that a dispute exists and request or provide a final determination by Contractor. Any such request by Subcontractor shall be clearly identified by reference to this clause and shall summarize the facts in dispute and Subcontractor's proposal for resolution.

Within thirty (30) days of its receipt of a written claim by Subcontractor, Contractor shall issue a final written determination describing the basis for its decision. Any modifications to the Subcontract deemed necessary by Contractor to effectuate its determination shall be in writing and signed by the parties.

If Contractor's final determination is not accepted by Subcontractor, the parties agree to consider resolution of the dispute through some form of Alternative Dispute Resolution (ADR) process mutually acceptable to the parties. Either party may propose ADR by a written request made within ninety (90) days following Contractor's final determination or in any event before final payment under the Subcontract. Should the parties agree to pursue ADR, each party will be responsible for its own expenses incurred to resolve the dispute.

If the parties do not agree to ADR or are unable to resolve the dispute through ADR, either party shall then have the right to pursue legal redress in accordance with any choice of law and dispute resolution provision allowed pursuant to Contractor's Prime Contract.

ARTICLE 6 – MISCELLANEOUS PROVISIONS

6.1 Title to Project Site Natural Resources. The title to water, soil, rock, gravel, sand, minerals, timber and any other natural resources developed or excavated by Subcontractor or any of its lower tier subcontractors as part of the Services at the Project Site is hereby expressly reserved by the Owner. No natural resources may be removed or sold by Subcontractor.

6.2 Assignments. Subcontractor shall not assign or transfer this Subcontract or any interest herein, or claims arising hereunder, without the prior written consent of Contractor. Contractor may assign this Subcontract to the Owner or to such other party as the Owner designates to perform Contractor's obligations. Upon written notice to Subcontractor that or the Owner or a party so designated by the Owner has accepted an assignment of this Subcontract, Contractor shall be relieved of all responsibilities.

6.3 Subcontracts. Subcontractor shall not subcontract with any third party for the performance of any portion of the Services without the prior written approval of Contractor. Lower tier subcontracts and purchase orders must include provisions to secure all rights and remedies of Contractor and the Owner provided under this Subcontract and must impose upon the lower tier subcontractors all of the general duties and obligations required to fulfill this Subcontract.

6.4 Survival. The rights and obligations of the parties that by their nature survive termination or completion of this Subcontract, including but not limited to provisions regarding warranty, confidentiality and indemnification, shall remain in full force and effect.

6.5 Personnel and Work Rules. Subcontractor shall employ only competent and skilled personnel to perform the Services and shall remove from the Project Site any Subcontractor personnel determined to be unfit for duty or to be acting in violation of any provision of this Subcontract. Contractor or Owner may, at their sole discretion, deny access

to the Project Site to any individual by written notice to Subcontractor. In the event an employee is excluded from the Project Site, Subcontractor shall promptly replace such individual with another who is fully competent and skilled to perform the Services.

6.6 Rules and Regulations; Compliance. Subcontractor shall comply with all applicable statutes, rules and regulations concerning the Project Site and Services, including but not limited to the following:

6.6.1 Security. Subcontractor shall comply with Contractor's security requirements for the Project Site. Subcontractor shall cooperate with Contractor on all security matters and shall promptly comply with any security arrangements established by Contractor or the Owner. Compliance with these security requirements shall not relieve Subcontractor of its responsibility for maintaining proper security for the above noted items, nor shall it be construed as limiting in any manner Subcontractor's obligation to comply with all applicable laws and regulations and to undertake reasonable action to establish and maintain secure conditions at the Jobsite. Any costs associated with compliance with this provision, such as costs of background screens, badging, or gate clearances shall be borne solely by Subcontractor;

6.6.2 Equal Opportunity Contractor is an equal opportunity employer. SUBCONTRACTOR must comply with all applicable Federal, State, and local laws and regulations. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (sections 503 and 504); California Fair Employment and Housing Act (Government Code §12900 et seq.); California Labor Code sections 1101, 1102, and 4.2 Property Service Worker's Protection Act; and applicable regulations promulgated under California Code of Regulations, title 2, sections 7285, et seq. SUBCONTRACTOR must not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, lay-off rates of pay or other forms of compensation. SUBCONTRACTOR shall ensure that a current and valid registration is kept with the Labor Commissioner's Office under the Property Service Worker's Protection Act, provide employees with sexual harassment prevention training is provided, and proper record keeping requirements are met. Current Registration for the Property Service Workers' Protection Act will need to be provided at award and provided to CONTRACTOR annually.

6.6.3 Immigration Laws. Subcontractor shall at all times comply with immigration laws of the United States relating to Subcontractor's employees assigned to perform Services. Subcontractor certifies that all assigned personnel shall be authorized by law to work in the United States and Subcontractor's employees have presented documentation to Subcontractor that establishes both identity and work authorization in accordance with applicable immigration regulations.

6.6.4 Wage and Hour. At its sole cost and expense, Subcontractor shall comply with the provisions of all applicable labor agreements, wage and hour rules, and certified cost reporting that apply to the Project Site or Services performed under this Subcontract.

6.6.5 Safety. Subcontractor will obtain and utilize all necessary safety equipment required for the provision of Services, including, but not limited to personal protective equipment (PPE), the expense of which shall be borne by Subcontractor. Subcontractor will comply with all applicable provisions of OSHA regulations, industry standards, and building codes and regulations. Additionally, Subcontractor and its employees must follow Contractor's safety rules, plans and procedures. If required, Subcontractor will provide a Safety Plan prior to award of the contract. The Safety Plan will include the following: safety training required for Subcontractor's employees; emergency training required for Subcontractor's employees; procedures for reporting and mitigating hazards and accidents in the work area; experience modification rate (EMR); the North American Industrial Classification System (NAICS) code of the Subcontractor, as well as the NAICS national average rate for incidents in the code of the Subcontractor; Subcontractor's OSHA recordable incident rate, including total case incident rate (TCIR) and lost day rate; acknowledgement that the Subcontractor or

Subcontractor's employee will be removed from the site of the Project at Contractor's discretion for willful violation of Contractor's Safety Policies and Procedures. Once Subcontractor's Safety Plan is approved by Contractor, Contractor will provide a signed Safety Requirement Fulfilled form. Subcontractor's Safety Plan shall be considered incorporated into this Subcontract as if set forth in full. Unless otherwise provided in this AGREEMENT, Subcontractor will provide safety data sheets to the extent applicable for all hazardous material used on the Project Site that is to be disposed of by Owner or by Contractor. The type and quantity of all hazardous materials brought to the work site shall be reported to Contractor.

6.6.6 Flow-Down Provisions. Subcontractor shall comply with all applicable flow-down provisions contained in the Prime Contract between Contractor and the Owner that are attached hereto and incorporated herein by this reference.

6.6.7 Subcontract Terms. Any subcontract allowed by Contractor hereunder shall incorporate all rules, regulations and flow-down provisions contained herein and Subcontractor shall be solely responsible for ensuring its subcontractor's compliance with all such provisions.

6.7 Independent Contractor. Subcontractor shall act as an independent contractor and not as the agent of Contractor or the Owner in its performance of the Services. Subcontractor shall maintain complete control over its employees and its lower tier suppliers, agents, and subcontractors. Nothing contained in this Subcontract or any lower tier purchase order or subcontract awarded by Subcontractor shall create any contractual relationship between the lower tier subcontractor(s) and Contractor or the Owner.

6.8 Insurance. Subcontractor must procure and maintain all policies of insurance indicated, which is attached hereto and incorporated herein by this reference.

6.9 Liens. Subcontractor shall at all times indemnify, defend and hold Contractor and the Owner harmless against all liability for claims and liens for labor performed or materials used or furnished to be used on the Project Site, including any actual costs and expenses for attorney's fees and all incidental or consequential damages resulting to Contractor from such claims. Immediately upon written demand by Contractor, Subcontractor shall cause any lien to be removed from the Project Site and in the event Subcontractor fails to do so, Contractor shall undertake such removal, and offset or charge back any associated costs, fees, and expenses to Subcontractor, including but not limited to attorney fees.

6.10 Confidentiality.

6.10.1 Confidential Information. The Parties may from time to time disclose to each other Confidential Information. "Confidential Information" means all confidential or proprietary Information disclosed or made available by one party (the "Disclosing Party") to the other party (the "Receiving Party") pursuant to this Subcontract, which is designated in writing or verbally as confidential or proprietary information, or is observed by the Receiving Party, or should be reasonably understood by a similarly situated individual to be confidential or proprietary information under the circumstances. Without limiting the foregoing, Confidential Information shall not include any information which the Receiving Party can demonstrate by written record (a) is now or later becomes available in the public domain without breach of this Subcontract by the Receiving Party, (b) was in the possession of the Receiving Party without confidentiality obligations prior to disclosure to the Receiving Party by the Disclosing Party, (c) was received from a third party without breach of any confidentiality obligations of the such third party or otherwise in violation of the Disclosing Party's rights, or (d) was developed by the Receiving Party independently of any Confidential Information received from the Disclosing Party without use of or reference to the Confidential Information of Disclosing Party.

6.10.2 Nondisclosure. The Receiving Party shall (a) treat all Confidential Information as strictly confidential, (b) not disclose any Confidential Information to any other person or entity without the prior written consent of the Disclosing Party, (c) protect the Confidential Information with at least the same degree of care and confidentiality as it

affords its own confidential information, at all times exercising at least a reasonable degree of care in such protection, and (d) not use any Confidential Information in any manner except as related to the Services, Contractor's Prime Contract, or as related to the Project Site, or as otherwise agreed by the Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall first notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek a protective order relating to such disclosure. The Receiving Party hereby agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of any Disclosing Party Confidential Information in violation of the terms hereof.

6.103 Need to Know. The Receiving Party will not disclose Confidential Information to its employees, agents and consultants unless: (a) they have a need to know the Confidential Information in connection with their performance of the Services, Contractor's Prime Contract, or as related to the Project Site; and (2) the Receiving Party shall be personally responsible for any breach of confidentiality committed by its employees or temporary workers as if they committed the breach themselves.

6.104 Remedies. The Receiving Party acknowledges and agrees that if the Receiving Party fails to comply with any of its obligations hereunder with respect to Confidential Information of the Disclosing Party, the Disclosing Party may suffer immediate, irreparable harm. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

6.105 Return of Confidential Information. The Receiving Party promptly will return all tangible material embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) upon the earlier of (a) the completion of Services; (b) termination of this Subcontract; and/or (c) the Disclosing Party's written request.

6.11 Entire Agreement. This Subcontract constitutes the entire agreement between Contractor and Subcontractor with respect to its subject matter and supersedes all previous written or oral agreements and understandings. This Subcontract may not be amended, nor may compliance with any provision be waived, except by a written document executed by both Contractor and Subcontractor, or in the case of a waiver, the party waiving compliance. The terms and conditions of this Subcontract shall have full force and effect, whether or not it is specifically referenced on any relevant request for quote, quote, acknowledgment, purchase order, or other documentation associated with a given transaction and given or received under this Subcontract. Any additional or inconsistent terms and conditions of any Subcontractor-furnished documentation will have no effect and are hereby excluded. In addition, although day-to-day communications may occur via telephone, electronic mail, instant messaging or text messaging, no Subcontract terms, conditions, or amendments thereto shall be deemed to be formed, modified or waived via telephone, electronic mail, messaging, or text exchange. In addition to the foregoing, in case of any inconsistency or dispute between this Subcontract and any exhibit or document incorporated herein by reference, the terms of this Subcontract shall prevail for any and all purposes.

6.12 Severability. In case any one or more of the provisions contained in this Subcontract is for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability as a whole.

6.13 Governing Law. This Subcontract shall be subject to, governed by and construed in accordance with the federal and applicable state laws where the services contemplated hereunder are to be performed. Where services are to be performed in multiple jurisdictions, the applicable choice of law shall be dictated by the choice of law provision contained in Contractor's Prime Contract and each party consents to any personal jurisdiction or venue requirements set forth therein.

6.14 Notices. Any notice or report required or permitted to be given or made under this Subcontract by either party shall be in writing and delivered to the other party at its address indicated in the preamble, above (or to such other address as a party may specify in writing) by personal delivery or overnight courier. Notice shall be deemed effective on the actual date of delivery. Day-to-day communications between the parties for purposes of performance can occur utilizing a written communication method agreed to by the parties.



MSA#

Amendment #

Project Site: JCC – NCRO & SRO

This Amendment **#XX** to the AGREEMENT is by and between SUBCONTRACTOR and CONTRACTOR and the period of performance is concurrent with the AGREEMENT. This AGREEMENT is numbered **#XX**

On or about November 1, 2020 & January 25, 2021, respectively, Contractor entered into a Prime Contract with Judicial Council of California NCRO & SRO Regions (hereinafter the “Owner”) for the performance of services that are the subject of this Subcontract, as more fully set forth herein. Any reference to Contractor or Owner herein shall include such entities and their subsidiaries, affiliates, officers, contractors, agents, employees, successors, and authorized representatives.

Subcontractor agrees to provide certain materials, equipment and services based on the terms and conditions set forth herein. Subcontractor agrees that if any portion of the work covered by this Agreement is further subcontracted, such lower-tier subcontractors shall be bound by the provisions of this Agreement to the same extent required by Subcontractor.

As appropriate, Subcontractor will provide a separate invoice for each service order, separated by work performed and location, on a monthly basis.

Subcontractor Invoice submitted as follows:

By US Mail: PRIDE Industries, One Inc.

ATTN: JCC – NCRO & SRO Regions Contracts

PO Box 1200

Rocklin, CA 95677

By Email: accounts-payable@prideindustries.com

The following exhibits are attached and incorporated as if fully set forth herein:

1. **Exhibit A:** Scope of Work
2. **Exhibit B:** General Conditions
3. **Exhibit C:** Health & Safety Hazards Checklist
- 4.

Each individual signing this AGREEMENT directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the AGREEMENT on behalf of SUBCONTRACTOR for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of SUBCONTRACTOR with respect to the matters contained herein and as stated herein.

The parties hereto have executed this agreement for themselves, their heirs, executors, successors, administrators, and assignees on the day and year first written above.

CONTRACTOR:

Jennifer Ottolini, CFS Business Ops Director

Dated: _____

SUBCONTRACTOR:

Signature
Print Name & Title: _____

Dated: _____



MSA #

Amendment #

Exhibit A

Scope of Work

This Exhibit A is incorporated and made part of the AGREEMENT between CONTRACTOR and SUBCONTRACTOR. Pursuant to the AGREEMENT and PURCHASE ORDERS, SUBCONTRACTOR will provide all of the labor, supervision, materials, and equipment to perform



MSA #

Amendment #

Exhibit B

General Conditions

Appearance. Subcontractor personnel shall present a clean, neat, and professional appearance. The Subcontractor shall ensure all employees exhibit an identifying badge or patch, which shall include name of the entity employing the employee and the employee's name. Each employee shall wear the badge or patch on the front outer clothing. The badge or patch shall be visible at all times. The Judicial Council and Contractor require that the Subcontractor implement a standard dress code for all employees performing Work at a Facility.

Issuance of Keys / Key Cards. The Subcontractor shall ensure that keys/key cards issued to the Subcontractor are not lost or misplaced and are not used by unauthorized persons. The Subcontractor shall re-key locks at no cost to the Contractor or Judicial Council when keys or key cards are lost or misplaced or otherwise compromised through the negligence of Subcontractor or its Subcontractor(s). Subcontractor must immediately report lost or duplicate keys to the Regional Manager. Subcontractor must prohibit the use of keys by any person other than the Subcontractor's or its Subcontractor's employees. Only the Subcontractor's employees or Subcontractor's employees engaged in the performance of Work shall be granted access to locked areas.

Mandatory Criminal Background Screening 4.1 Access to Restricted Areas. Only Approved Persons may have unescorted access to the Restricted Areas of a Facility. Subcontractor and Subcontractor employees who are not Approved Persons may access Restricted Areas only if they are Escorted by an Approved Person. Subcontractor may not rely upon an employee of the Court to escort or monitor non-Approved Persons.

The Judicial Council Screening and Approval Process. The Judicial Council shall conduct the screening and approval of employees of Subcontractor that have access to the Restricted Areas pursuant to EPSC's then-current background check policies and procedures. Subcontractor agrees to cooperate with the Judicial Council and Contractor with respect to the screening of those employees.

Court-Required Screening and Background Check Requirements. Even if a Subcontractor employee has a Judicial Council-issued badge, the Court has the ultimate decision as to whether a specific Subcontractor employee may have unescorted access to its Facility. Each Court and Contractor staff shall have the right at any time to refuse Facility access to any Subcontractor employee (even if that employee has a Judicial Council-issued badge) if the Court or Contractor determines, in its sole discretion, that such person poses a risk to the Court or any person, system, or asset associated with the Court. Each Court may elect to perform supplemental screening on Subcontractor employees who perform Work in that Court's Restricted Areas. Subcontractor 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.

DOJ and DMV Requirements. Notwithstanding anything in this Agreement to the contrary, Subcontractor must comply with background check and clearance requirements of the DOJ and the DMV relating to any employee of either Subcontractor who has physical access to any area which is either connected to, or contains records from the following databases: the DOJ criminal computer database, including the California Law Enforcement Telecommunications System (CLETS) and the Criminal Offender Record Information (CORI), and the DMV computer database. If requested by either the Court, Contractor, or the Judicial Council, Subcontractor must provide to either the Court, Contractor, or the Judicial Council suitable documentation evidencing Subcontractor'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.

Court-Specific Security Issues. Within thirty (30) Days of the Effective Date, the Subcontractor shall ensure its employees and Subcontractor employees comply with any Court-specific security protocols.

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

Qualified Employees and Subcontractors. Subcontractor warrants and represents that its employees and its Subcontractors' employees assigned to perform Work under this Agreement have and will maintain throughout the course of the Work (i) the licenses and credentials in the specified area(s) of competence required by applicable law, (ii) the skills, training, and background reasonably commensurate with their level of performance or responsibility so as to be able to perform in a competent and professional manner in accordance with generally accepted industry standards. Subcontractor warrants and represents that all Subcontractor employees will be properly supervised while performing Work.

No Obligation of the Judicial Council for Subcontractor Payment. The Judicial Council shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

Relationship of Parties. Subcontractor is an independent Subcontractor and is not an employee or agent of the Contractor, Judicial Council or any Court. Subcontractor, its employees and its lower-tier Subcontractors, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the Judicial Council. No Subcontractor employee is covered by any employee benefits that are provided to an employee of the Judicial Council, Contractor, or the Courts. Subcontractor is liable for the acts and omissions of itself, its employees, its Subcontractors and its agents. Subcontractor will determine the method, details and means of performing its obligations under this Agreement, including, without limitation, exercising full control over the employment, direction, compensation and discharge of all persons assisting the Subcontractor. Subcontractor will be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding any and all employee benefits, and all regulations governing such matters.

Waiver of Claims. State Entities Liability. The Judicial Council of California, the Courts, and any of their, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their officers, agents, Contractors, representatives, volunteers and employees (collectively, "State Entities") shall not be liable for any injury, loss, or damage to Subcontractor, lower-tier Subcontractors, or their officers, employees, or agents including, without limitation, damage to the property of Subcontractor, any lower-tier Subcontractors, or their officers, employees, and agents, in or about the Facilities, by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the sole negligence or intentional misconduct of the State Entities. Subcontractor and lower-tier

Subcontractors hereby waive all claims and their respective insurers waive all rights of subrogation against the State Entities for any injury, loss, or damage to Subcontractor, any lower-tier Subcontractors or their officers, employees, or agents including, without limitation, damage to the property of Subcontractor, Subcontractors any lower-tier Subcontractors or their officers, employees, and agents, in or about the Facilities, by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the sole negligence or intentional misconduct of the State Entities.

County Liability. No County shall be liable for any injury, loss, or damage to Subcontractor, Subcontractors, any lower-tier Subcontractors or their officers, employees, or agents including, without limitation, damage to the property of Subcontractor, Subcontractors any lower-tier Subcontractors or their officers, employees, and agents, in or about the Facilities, by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the sole negligence or intentional misconduct of that County. Subcontractor and Subcontractors any lower-tier Subcontractors hereby waive all claims and their respective insurers waive all rights of subrogation against the Counties for any injury, loss, or damage to Subcontractor, Subcontractors, any lower-tier Subcontractors or their officers, employees, or agents including, without limitation, damage to the property of Subcontractor, Subcontractors any lower-tier Subcontractors or their officers, employees, and agents, in or about the Facilities, by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the sole negligence or intentional misconduct of a County.

Copyrights and Rights in Data, Material, and Deliverables. All copyrights and rights in any Data, Materials, and/or Deliverables produced with funding from this Agreement that may vest to Subcontractor are hereby transferred to the Contractor, and subsequently the Judicial Council.

Ownership of Data, Materials and/or Deliverables. Judicial Council Property. Any interest of Contractor or any of its Subcontractors or lower-tier Subcontractors in any Data, Materials, and/or Deliverables in any form, or other documents and/or recordings prepared by Subcontractor or its lower-tier Subcontractors in its performance of Work under this Agreement, shall become the property of the Contractor and/or Judicial Council. Upon the Judicial Council's written request, or upon termination of this Agreement or any TO, Subcontractor shall assign and/or shall act to ensure that its Subcontractor's assign any such interest to the Judicial Council. Subcontractor shall provide the Contractor or Judicial Council with copies of all such Data, Materials, and/or Deliverables, within thirty (30) Days of the request.

Statutory Copyright. Subcontractor agrees, and shall ensure that its Subcontractors agree, not to assert any rights at common law or in equity or establish any claim to statutory copyright in such Data, Materials, and/or Deliverables. Subcontractor shall not, and shall ensure that its Subcontractors shall not, publish or reproduce such Data, Materials, and/or Deliverables in whole, or part, or any manner or form, or authorize others to do so without the written consent of the Judicial Council and/or Contractor.

Limitation on Publication. Subcontractor shall not, and shall ensure that its Subcontractors shall not, publish or submit for publication any article, press release, or other writing relating to Subcontractor's services for the Contractor and/or Judicial Council without prior review and written approval by the Contractor and/or Judicial Council.

Notices. Any Notice required by or with regard to this Agreement shall be in writing and shall be delivered via email to the Subcontractor.

Applicability of Terms of Agreement To Subcontractors. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement. Subcontractor agrees to bind every Subcontractor to the terms of this Agreement as far as such terms may be applicable to Subcontractor's Work, including, without limitation, all

indemnification and warranty requirements. If Subcontractor subcontracts any part of the Work, Subcontractor shall be fully responsible to the Contractor and/or Judicial Council for acts and omissions of its Subcontractor and of persons either directly or indirectly employed by it. Nothing contained in this Agreement shall create any contractual relationship or third-party rights between any Subcontractor and the Judicial Council under this Agreement.

Subcontractor Audits and Access to Records. Subcontractor shall ensure that all Subcontractors and suppliers, of all tiers, are bound to all provisions of this Exhibit and Agreement.

Non-Disclosure of Confidential Information. Subcontractor agrees not to disclose any Confidential Information to any Third Party and to treat it with the same degree of care as it would its own Confidential Information. It is understood, however, that Subcontractor may disclose the Confidential Information on a “need to know” basis to Subcontractor’s employees and lower-tier Subcontractors and, as directed by the Project Manager, representatives of the Contractor that are performing Work authorized under this Agreement. All such employees and of Subcontractor shall promise and bind confidentiality concerning Subcontractor’s clients and business. Subcontractor shall acquire no right or title to the Confidential Information. Subcontractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, Subcontractor may disclose the Confidential Information (i) to the extent necessary to comply with any court ruling, law, statute or administrative regulation applicable to it or (ii) as appropriate to respond to any summons or subpoena applicable to it.

Subcontractors Confidentiality. Subcontractor and lower-tier Subcontractors shall be bound by and comply with the Confidentiality provisions of this Agreement.

Indemnity. Subcontractor agrees, to the fullest extent permitted by law, to indemnify, defend (with counsel satisfactory to the Judicial Council), and hold harmless (collectively, “Indemnify”) the State of California, the Judicial Council of California, the Courts, the Counties, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their officers, agents, Subcontractors, representatives, volunteers and employees (individually, an “Indemnified Party”) from any and all claims, lawsuits, losses, costs (including reasonable attorney fees and costs), liabilities, and damages arising from, related to or in connection with, in whole or in part, any of the following:

Subcontractor or any of its employees’ or Subcontractor’s negligent acts or omissions, or intentional misconduct, including without limitation, any criminal acts;

Subcontractor or any of its employees’ or lower-tier Subcontractor’s violation of any applicable law, rule, or regulation; and/or any claim or lawsuit by any Third Party, supplier, worker, or any other person, firm, or corporation, (i) furnishing or supplying Work, Services, Materials, or supplies in connection with the performance of this Agreement, or (ii) who may be injured or damaged by the Subcontractor or any of its Subcontractors agents, or employees when such claim arises from, is related to, or is in connection with, the Subcontractor’s performance under this Agreement.

Trade Secret, Patent, and Copyright Indemnification. Use of Attorney Subcontractor, at its own expense, shall defend using attorneys satisfactory to the Judicial Council and/or Contractor any action brought against an Indemnified Party to the extent that such action is based upon a claim that any Deliverable(s), Data, or Materials supplied by Subcontractor or its lower-tier Subcontractors infringes a United States patent or copyright or violates a trade secret. Subcontractor shall pay those costs and damages awarded against the Indemnified Party in any such action.

Proceedings. No officer or employee of Subcontractor shall participate in proceedings that involve the use of Contractor funds or that are sponsored by the Judicial Council if that person or person’s partner, family, or organization has a

financial interest in the outcome of the proceedings. No officer or employee of Subcontractor shall engage in any action resulting in or creating the appearance of (1) use of an official position with the government for private gain; (2) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) adverse effects on the confidence of the public in the integrity of the government or this Agreement. Subcontractor agrees that it shall bind its lower-tier Subcontractors to conflict of interest provisions not less strict than those provided here.

No Contract for Judicial Council Employees. Subcontractor hereby certifies in writing that former Judicial Council employees will not be awarded a contract or employed by Subcontractors for two (2) years from the date of separation if that employee had any part in the decision making process related to this Agreement including: (i) the selection of Subcontractor, (ii) the negotiation of this Agreement, (iii) approval of payments to Subcontractor, (iv) determining acceptability of Subcontractor's performance, or (v) any negotiations or recommendations as to an Amendment of this Agreement within the twelve (12) month period preceding his or her separation from Contractor and Judicial Council service.

Covenant Against Gratuities. Subcontractor warrants by signing this Agreement that neither it nor any agent, director, Subcontractor or representative of Subcontractor offered or provided gratuities or anything of monetary value in the form of entertainment, gifts or otherwise, to any officer, official, agent, or employee of the Judicial Council or Contractor with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement. The Contractor may terminate this Agreement, either in whole or in part, for breach of this warranty. Any loss or damage sustained by the Judicial Council or Contractor as a result of Subcontractor's breach or violation of this warranty, including, without limitation, the cost of procuring on the open market any Work which Subcontractor agreed to supply under this Agreement, shall be borne and paid for by Subcontractor. The rights and remedies of the Judicial Council and Contractor provided in this provision shall not be exclusive and shall be in addition to any other rights and remedies provided under this Agreement.

Discrimination. During the performance of this Agreement, Subcontractor and its lower-tier Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. Subcontractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Unlawful Harassment. During the performance of this Agreement, Subcontractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Subcontractor or its lower-tier Subcontractors interact in the performance of this Agreement. Subcontractor and its lower-tier Subcontractors shall take all reasonable steps to prevent harassment from occurring.

Fair Employment and Housing Act. Subcontractor shall comply, and shall ensure that its Subcontractors comply, with applicable provisions of the Fair Employment and Housing Act, California Government Code sections 12990 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, sections 7285 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.

Notice of Obligation. Subcontractor and any of its lower-tier Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Use of Non-Discrimination / No Harassment in all Subcontracts. Subcontractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all lower-tier subcontracts issued to its lower-tier Subcontractors to perform Work under the Agreement.

Americans with Disabilities Act. By signing this Agreement, Subcontractor assures the Judicial Council and Contractor that it complies with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. section 012101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

Compliance with Applicable Laws:

- Required Notices. Subcontractor shall give all Notices required by law and comply with the following specific laws, ordinances, rules, regulations, orders, and standards and all other applicable laws, ordinances, rules, regulations, orders, and standards bearing on conduct of the Work, including without limitation:
- National Electrical Safety Code, published by the Institute of Electrical and Electronic Engineers.
- National Fire Protection Association, 13, 72 and 110.
- Uniform Building Standards Code, latest edition (California Code of Regulations, Title 24, Parts 1 through 12).
- Manual of Accident Prevention in Construction, latest edition, published by Associated General Subcontractors of America.
- Industrial Accident Commission's Safety Orders, State of California.
- Regulations of the State Fire Marshall (California Code of Regulations, Title 19) and pertinent local fire safety codes.
- American with Disabilities Act (42 U.S.C. 12112 et seq.).
- Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies.
- California Art Preservation Act (Civil Code section 987).
- U. S. Copyright Act (United States Code, Title 17, Chapters 1 through 8 and 10 through 12).
- U. S. Visual Artists Rights Act of 1990 (17 U.S.C. 101 et seq.).
- Applicable Occupational Safety and Health Act (OSHA) standards.
- California Building Code, and Title 15, Department of Corrections and Rehabilitation.

Work Contrary to Applicable Law, Ordinance, etc. If Subcontractor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, regulations, orders, or standards, Subcontractor shall bear all costs, Expenses, claims, penalties and damages arising therefrom.

Safety / Protection of Persons and Property and Related Provisions. Subcontractor shall be solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to Normal Working Hours.

Subcontractor shall make all its workers and those of its lower-tier Subcontractors engaged in the performance of the Work aware of Work site safety, as well as fire and health requirements and regulations.

Any review of the Subcontractor's performance is not intended to include review of the adequacy of the Subcontractor's safety measures in, on, or near the Work site.

Subcontractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Agreement, and shall repair any damage caused by Subcontractor, any lower-tier Subcontractor, or their staff at no cost to the Contractor, Judicial Council, the Courts, or a County.

Subcontractor shall take, and require its Subcontractors or any lower-tier Subcontractors to take, all necessary precautions for safety of workers on the Projects and shall comply with all applicable federal, state, local, and other safety laws, rules, regulations, orders, standards, and building codes, including minimum safety guidelines of the t, if any, so as to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed, to provide a safe and healthful place of employment, minimize inconvenience to the general public, and ensure the protection of persons, property, and businesses adjacent to the Work site.

Subcontractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction and/or maintenance.

Subcontractor shall exercise appropriate care to prevent and eliminate excessive dust, silt, airborne particulates including paint overspray, noise and other nuisances related to the performance of the Work from affecting the Judicial Council Facilities, its employees, the public and residences or businesses adjacent to the Work site. If the Subcontractor fails to comply with this requirement, the Contractor will have the right to immediately instruct the Subcontractor to cease all Work until it is in compliance with reasonable standards to resume the Work. Any increased costs resulting from such delay shall be borne by the Subcontractor and not the Contractor or Judicial Council.

If required by the local jurisdiction having authority, or by safe Work practices, the Subcontractor shall utilize appropriate law enforcement personnel to control public vehicle traffic during periods of deliveries, construction vehicles leaving or entering the Work site, and during periods of off-loading on public roads, streets or thoroughfares.

In an emergency affecting safety of life or of Work or of adjoining property, Subcontractor, without special instruction or authorization, shall act at its discretion to prevent such threatened loss or injury.

All connections to public utilities and/or existing on-site services shall be maintained in such a manner as to not interfere with the continuing use of same at the Work site during the entire progress of the Work.

Subcontractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property, and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by maintenance and repair operations.

Subcontractor, Subcontractor's employees, its lower-tier Subcontractors, lower-tier Subcontractors' employees, or any person associated with the Work of Subcontractor shall conduct themselves in a manner appropriate for a Court Facility. Judicial Council and/or Contractor may request that noncomplying persons be permanently removed from a Work site.

Subcontractor shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Subcontractor shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to the Contractor or Judicial Council.

Subcontractor shall comply with all of the provisions of the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. section 651 et seq.) and all rules, regulations and orders adopted pursuant thereto. Subcontractor shall comply

with all of the provisions of the California Occupational Safety and Health Act of 1973 (Labor Code section 6300 et seq.) and all rules, regulations and orders adopted pursuant thereto.

Subcontractor shall erect the necessary warning signs and barricades to ensure the safety of all occupants and visitors. Subcontractor at all times must maintain good housekeeping practices to reduce the risk of fire damage or injury to persons or property.

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

Work Site Free from Debris. Subcontractor at all times shall keep the Work site free from debris such as waste, rubbish, and excess Materials and equipment. Subcontractor shall not leave debris under, in, or about the Work site, but shall promptly remove same from the site on a daily basis. If Subcontractor fails to clean up, Judicial Council or Contractor may do so and the cost thereof shall be charged to Subcontractor.

Work Site Safe and Clean During Work. The Subcontractor shall keep Work sites and shop areas safe and clean during Work and cleanup afterwards, to ensure the safety of building occupants, employees, or visitors in, or near, the sites.

Utility Service Lines in Good Condition. Subcontractor shall maintain in good operation all drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within Work sites during any Work.

Regional Notification Center. In accordance with Government Code section 4216 et seq., Subcontractor, except in an emergency, shall contact the applicable regional notification center at least two (2) Days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground Facilities owned or operated by the Judicial Council, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Subcontractor unless an inquiry identification number has been assigned to the Subcontractor or any lower-tier Subcontractors and the Contractor has given the Judicial Council the identification number. Any damages arising from Subcontractor's failure to make appropriate notification shall be at the sole risk and expense of the Subcontractor. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Subcontractor.

No Signs. Subcontractor, its employees, and its Subcontractors shall not display any commercial signs upon fences, trailers, offices, or elsewhere on any Work site without specific prior written approval of the Contractor.

Prevailing Wage. Subcontractor and all lower-tier Subcontractors under the Subcontractor shall pay all workers on Work performed pursuant to this Agreement not less than the general and, as applicable, the special prevailing rate of per diem wages and the general and, as applicable, the special prevailing rate for holiday and overtime Work as determined by the Director of the Department of Industrial Relations, State of California, for the type of Work performed and the locality in which the Work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by Director of the State of California Department of Industrial Relations, are on file at the Judicial Council's principal office. Prevailing Wage rates are also available from the Judicial Council or on the internet at (<http://www.dir.ca.gov>). Subcontractor and each lower-tier Subcontractor shall be responsible for paying the applicable prevailing wage rate for the scope of work actually performed by its worker(s).

Subcontractor shall ensure that Subcontractor and all of Subcontractor's lower-tier Subcontractors execute the Prevailing Wage and Related Labor Requirements Certification attached to this Agreement.

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

Subcontractor shall keep and shall cause each lower-tier Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Subcontractor in connection with the Work or any part of the Work contemplated by this Agreement. The record shall be kept open at all reasonable hours to the inspection of Contractor, Judicial Council, and to the Division of Labor Standards Enforcement of the DIR.

Work will typically take place in an occupied court Facility; therefore, Work hours may be restricted depending upon the Project. The individual PO will include any restrictions on hours of Work. If the PO does not include a restriction on hours of Work, then the Work must take place during business hours.

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

Each Subcontractor shall file a certified copy of the CPRs with the entity that requested the records within ten (10) Days after receipt of a written request.

Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Contractor, Judicial Council, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Subcontractor awarded Agreement or performing Agreement shall not be marked or obliterated.

Subcontractor acknowledges and agrees that, if this Agreement involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Agreement is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Subcontractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the Work of the craft or trade to which she/he is registered.

Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

Pursuant to Labor Code section 1777.5, if that section applies to this Agreement as indicated above, Subcontractor and any Subcontractors employing workers in any apprentice able craft or trade in performing any Work under this Agreement shall apply to the applicable joint apprenticeship committee for a certificate approving the Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

Pursuant to Labor Code section 1777.5, if that section applies to this Agreement as indicated above, Subcontractor and any lower-tier Subcontractor may be required to make contributions to the apprenticeship program.

If Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

- Be denied the right to bid or propose on any subsequent project for one (1) year from the date of such determination; and
- Forfeit as a penalty to Contractor, and subsequently Judicial Council, the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

Subcontractor and all lower-tier Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

Subcontractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.

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

Labor Code Section 1773.1 or 1773.9 Notwithstanding the above, in the event that Labor Code section 1773.1 or 1773.9 (or another applicable law) requires a higher travel or subsistence rate than the rates specified in this Agreement, the Contractor will reimburse such higher travel or subsistence rates actually paid to a covered employee.

The Subcontractor shall develop contingency procedures to minimize the impact to court operations as a result of labor unrest such as walkouts, Work slowdowns, protests, and strikes, regardless of source. In the event of any labor unrest, Contactor agrees to provide the same level of service in connection with the terms of this Agreement. If Subcontractor fails to maintain the same level of service as a result of any labor unrest, the Contractor may withhold payment pursuant to terms of this Agreement.

Asbestos. Subcontractor shall not install any asbestos-containing Materials or products in any Work to be performed under this Agreement. Subcontractor shall be responsible for removal and replacement costs should this provision be violated. This responsibility shall not be limited in duration by Project completion, or other provision of this Agreement. For any renovation or demolition work, the Subcontractor shall comply with the Judicial Council's Asbestos Management Program and other written procedures for sampling, testing, and monitoring of potential or known hazardous Materials, as well as the transportation and disposal of Materials that are to be removed. Any work involving asbestos-containing Material (ACM) or involving any untested suspect Material must receive prior authorization from the Contractor or Judicial Council's competent person. All testing, abatement, and disposal work performed under this Agreement shall comply with federal and State regulations.

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

JUDICIAL COUNCIL TOOL CONTROL POLICY

Property Control in In-Custody Holding Areas

Background

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

Policy

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

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

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

Goal

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

Procedure

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

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

Minimal Operational Requirements

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

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

Documentation

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

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

Compliance

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

Site Specific Requirements

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

Site Specific Options

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

Exemption

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

Periodic Evaluation

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

JUDICIAL COUNCIL OF CALIFORNIA

PROJECT HAZARD ASSESSMENT CHECKLIST

Use this checklist as a tool to identify regulatory compliance requirements (RC) and potential health and safety issues (HS) before starting a facility modification project. This checklist will help minimize the risk of injury or illness, process interruptions, and inquiries from Department of Industrial Regulation or other regulatory agencies. If you have any questions, contact the Judicial Council of California's Environmental Health & Safety unit at EHS@jud.ca.gov or (916) 263-1541.

Directions:

1. Provide this form to your contractor/vendor/service provider during project scoping and ask them to fill it out.
2. Attach a PDF copy of the completed checklist to the SWO prior to FMCC review or one week prior to start of non-Facility Modification work.
3. For any questions you answer "Yes", include either backup documentation or add notes in sufficient detail to address the question.
4. This checklist and any questions received on it should be reviewed with the contractor prior to beginning work. NOTE: The Judicial Council's review of this checklist does not relieve the contractor of responsibility to comply fully with all applicable laws and regulations.
5. If the scope of work changes, a new form and/or a written update is required.
6. View a list of hazardous materials commonly used in construction at:
<G:\OCCM\500 Support\02 Risk\03 Safety Health\Asbestos Management\Asbestos Management Program\Asbestos Mgmt Plan\Common Asbestos Building Materials.pdf>

| | | | |
|-----------------------|-------------|---------------------|-------------------------|
| Project Manager Name: | Contractor: | Today's Date: | Anticipated Start Date: |
| Project SWO & Title: | | Building ID & Name: | |

| | Type* | IDENTIFY ENVIRONMENTAL HEALTH AND SAFETY HAZARDS ASSOCIATED WITH THIS PROJECT | Yes | No |
|----|-------|--|--------------------------|--------------------------|
| 1 | HS | Work involves cutting, removing, or disturbing materials containing or potentially containing asbestos?* | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 | HS | Work involves cutting, removing, penetrating, or disturbing any material containing or potentially containing lead such as paint or lead pipes?* | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 | HS | Has the area been affected by water intrusion? If "Yes," assess work area for mold.** | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 | HS | Work involves cutting, grinding, drilling, or crushing fiberglass material, concrete, or other materials that might create fine airborne particles? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 | HS | Work will produce substantial vibration or noise? If "Yes," need noise assessment. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6 | HS | Materials used will produce odors during and/or after the project work? If "Yes," is there a method to mitigate odors? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7 | HS | Chemicals and/or hazardous materials will be used on this project? If "Yes," ensure Safety Data Sheets are available on site. | <input type="checkbox"/> | <input type="checkbox"/> |
| 8 | HS | Work may/will require brazing, welding, torch cutting, grinding or any activity that could produce flame, smoke or sparks? If "Yes," Hot Work Permit is required. Contractor shall provide hot work fire watch. | <input type="checkbox"/> | <input type="checkbox"/> |
| 9 | RC | Will work potentially measure, add, or remove refrigerant in an appliance that contains refrigerant? If "Yes," contractor shall provide copies of employee EPA HVAC certification. If the appliance contains more than 50 lb. of refrigerant, the technician shall complete and upload JCC's Refrigerant Management Form R-5 (Refrigerant Leak Log) and (if applicable) Refrigerant Management Form R-7 (Disposal Record for Refrigerant-Containing Equipment). | <input type="checkbox"/> | <input type="checkbox"/> |
| 10 | RC | If a confined space is present, has the space been evaluated to determine if it is a permit-required confined space? If "Yes," Confined Space Entry Permit will be required. Contractor shall provide the permit and own attendant. | <input type="checkbox"/> | <input type="checkbox"/> |
| 11 | RC | Work will require the control of hazardous energy (Lockout/Tagout - LOTO)? If "Yes," attach a detailed LOTO Plan for each piece of equipment or process. | <input type="checkbox"/> | <input type="checkbox"/> |
| 12 | RC | Work will impair the building's fire alarm and/or fire suppression systems? If "Yes," Contractor shall provide Fire Watch. | <input type="checkbox"/> | <input type="checkbox"/> |
| 13 | RC | Work will require the placement of the fire panel in "test mode"? If "Yes," fire panel monitoring may be required. | <input type="checkbox"/> | <input type="checkbox"/> |
| 14 | RC | Work will involve material handling equipment (rigging, forklift, pallet jack, etc.)? If "Yes," provide a safety plan. | <input type="checkbox"/> | <input type="checkbox"/> |
| 15 | RC | Work will require an overhead crane lift? If "Yes," Lift Plan documents will be required. | <input type="checkbox"/> | <input type="checkbox"/> |
| 16 | RC | Work will be conducted on areas lacking fall prevention (parapets, guard rails, etc.)? If "Yes," fall arrest system will be required. | <input type="checkbox"/> | <input type="checkbox"/> |
| 17 | RC | Work will be conducted at elevated locations (ladder, scaffold, scissors lift, etc.)? If "Yes," fall arrest system and scaffold compliance will be required. If using existing building anchorage points, engineer certification is required. | <input type="checkbox"/> | <input type="checkbox"/> |
| 18 | RC | Work will create hazards to those above, below, or around the work area? If "Yes," provide safety plan. | <input type="checkbox"/> | <input type="checkbox"/> |
| 19 | RC | Work will generate liquid or solid material which if not handled properly could be released to the storm drain or left where it may impact the storm drain at a later time? And/or, work could produce leaks or spills of hazardous materials. If "Yes," provide a plan to comply with Cal Green stormwater regulations (CCR Title 24 Part 11 section 5.103.1). | <input type="checkbox"/> | <input type="checkbox"/> |

*Type: HS = Health & Safety requirement; RC = Regulatory Compliance requirement.

**Requires survey. If testing comes back positive, you must use a California licensed abatement contractor to remove hazardous materials in conjunction with all related work. An EPA ID will be required for hazardous waste disposal.

Signature

Title

Organization

Date

If notes are needed, please use a new page.