

STANDARD AGREEMENT  
JUDICIAL COUNCIL OF CALIFORNIA

AGREEMENT NUMBER

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FEDERAL EMPLOYER ID

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THIS AGREEMENT (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“**Effective Date**”), in the State of California, by and between the parties identified below (“**Parties**”).

PARTIES: In this Agreement, the term “**Architect**” refers to [Insert A/E Firm Name], and the term “**Judicial Council**” refers to the Judicial Council of California.

TERM: The term of this Agreement commences upon the Effective Date and is complete upon final payment by the Judicial Council (“**Term**”).

WITNESSETH: That the Architect for and in consideration of the covenants, conditions, agreements, and stipulations of the Judicial Council hereinafter expressed, does agree to furnish to the Judicial Council services and materials as indicated herein for the following project:

Audio Visual Architectural and Design Services at the Three (3) Supreme Court of California Sites located in San Francisco, Sacramento, and Los Angeles, California, Project No. [Redacted] (“**Project**”)

The Project includes multiple components (e.g., Phase, scope item, etc.) and multiple sites necessary to achieve the objectives of the Judicial Council’s Capital Program. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Architect shall invoice for each component separately and the Judicial Council shall compensate Architect for each component separately on a proportionate basis based on the level and scope of work completed for each component.

Incorporated into this Agreement herewith, and attached hereto, are the following exhibits (cumulatively the “**Contract Documents**”):

- Exhibit A: General Terms and Conditions;
- Exhibit B: Responsibilities and Services of Architect;
- Exhibit C: Payment Provisions;
- Exhibit D: Criteria and Hourly Rates for Extra Services;
- Exhibit E: Subconsultants to Architect;
- Exhibit F: Architect’s Key Personnel;
- Exhibit G: Description of Project and Schedule of Work; and
- Exhibit H: DVBE Participation Form.

In the event of a conflict in the Contract Documents, the following order of precedence shall prevail:

- (1) Executed amendment(s), beginning with the most recent (if any);
- (2) This Standard Agreement (or “**Agreement Coversheet**”);
- (3) Exhibit A;
- (4) Exhibit B; and then
- (5) The remaining Contract Documents.

**SAMPLE ONLY – DO NOT SIGN**

This Agreement has to date authorized the performance of all the following Phases of Services in the following amounts:

**For San Francisco site:**

- \$ \_\_\_\_\_ Preliminary Plans / Schematic Design Phase
- \$ \_\_\_\_\_ Preliminary Plans / Design Development Phase
- \$ \_\_\_\_\_ Working Drawings Phase
- \$ \_\_\_\_\_ Construction Phase

**For Sacramento site:**

- \$ \_\_\_\_\_ Preliminary Plans / Schematic Design Phase
- \$ \_\_\_\_\_ Preliminary Plans / Design Development Phase
- \$ \_\_\_\_\_ Working Drawings Phase
- \$ \_\_\_\_\_ Construction Phase

**For Los Angeles site:**

- \$ \_\_\_\_\_ Preliminary Plans / Schematic Design Phase
- \$ \_\_\_\_\_ Preliminary Plans / Design Development Phase
- \$ \_\_\_\_\_ Working Drawings Phase
- \$ \_\_\_\_\_ Construction Phase

The total contract amount (“**Contract Amount**”) currently authorized for the provision of the Services encumbered to date is \$ \_\_\_\_\_.

The “**Construction Cost Budget**” established by the Judicial Council for the Project, as of the Effective Date indicated in this Agreement Coversheet, is \_\_\_\_\_ (\$ \_\_\_\_\_). The Construction Cost Budget is as further defined in **Exhibit A**.

JUDICIAL COUNCIL’S SIGNATURE	ARCHITECT’S SIGNATURE
<b>Judicial Council of California</b>	ARCHITECT’S NAME <i>(If Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)</i>
BY <i>(Authorized Signature)</i> ✍	By <i>(Authorized Signature)</i>
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Stephen Saddler</b> <b>Manager, Business Services</b>	PRINTED NAME AND TITLE OF PERSON SIGNING
ADDRESS <b>455 Golden Gate Avenue</b> <b>San Francisco, CA 94102</b>	ADDRESS

**Internal Use Only**

Fund Title	Program/Category	Item	Chapter	Statute	Fiscal Year	Object of Expenditure	Amount

Amount Encumbered by this Document:		Prior Amount Encumbered for this Contract:			Total Amount Encumbered to Date:		
\$0.00		\$0.00			\$0.00		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.							
SIGNATURE OF ACCOUNTING OFFICER <i>[Signature]</i>					DATE		

**EXHIBIT A  
GENERAL TERMS AND CONDITIONS**

**1. Project Description**

Architect shall, subject to and as specified in this Agreement, provide the architectural and engineering services pursuant to the terms and provisions herein and all applicable and appurtenant related professional services that need to be performed by architects and engineers (the “Services”), for the public works project for judicial branch facilities that are located in San Francisco (350 McAllister St, San Francisco, CA 94102), Sacramento (914 Capital Mall, Sacramento, CA 95814) and Los Angeles (300 South Spring Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90013), California, (collectively, the “Project”) as more particularly described in Exhibit G.

**2. Definitions**

For purposes of this Agreement, the following definitions apply:

- 2.1. **“Acceptance”**: The written acceptance issued by the Judicial Council after the Architect has completed a deliverable, submittal, Phase, or other contract requirement, in compliance with this Agreement.
- 2.2. **“Building Components/Disciplines”**: The various building components and disciplines from which the design of the Project is comprised including, but not limited to, site, architectural, mechanical, electrical, structural, fire protection, civil engineers, landscape architects, security and detention, food service, lighting, low voltage, data, audio-visual, acoustical, electronics, telephone, telecommunications, and any other systems or specialists related to Architect’s complete performance of all the Services herein.
- 2.3. **“Construction Cost Budget”**: The budget amount established by the Judicial Council, as of the Effective Date indicated on the most recently executed Agreement Coversheet or Amendment, that represents the maximum authorized cost for construction of the Project. The Construction Cost Budget includes and excludes the following:

<b>Included in Construction Cost Budget</b>	<b><u>Not</u> Included in Construction Cost Budget</b>
All Contractor’s costs to construct the Project including direct costs, labor, equipment, materials, supplies, general conditions, general requirements, mark-up, etc.	Fees for inspection or testing services
Contractor’s contingency, if any	Judicial Council project contingency, if any
Escalation costs during the course of construction	Inflation costs from beyond the currently authorized Phase to the date the Bidding Services are performed at the end of the Working Drawings Phase ( <i>See further details below and in the “Construction Cost Budget” section herein.</i> )
Data, Communications and security components of the Project	

- 2.4. **“Construction Documents”**: Final working drawings and specifications that set forth in detail the design and all of the requirements for construction of the entire Project, and must be approved by the Architect, the Judicial Council, and the Contractor, if applicable. The Construction Documents provide the basis upon which the Contractor shall bid the Project and are part of the construction contract with the Contractor for the Project.
- 2.5. **“Construction Phase”**: The entire construction period for the Project which encompasses pre-construction-start meetings and ends with Closeout and Final Acceptance by the Judicial Council of all punch list items, including, without limitation, construction observation, shop drawing and

submittal reviews, site reviews, written clarification of Construction Documents, preparation of change orders at the direction of the Judicial Council, processing of as-built drawings, preparation of observation reports, and issuance of the certificate of occupancy.

- 2.6. **“Contractor”**: The entity or entities, including all subcontractors, sub-subcontractors, and consultants to that entity, that the Judicial Council that will construct the Project. The Parties acknowledge that this entity or entities may be contracted to the Judicial Council through design-bid-build.
- 2.6.1. **“Design-Bid-Build Contractor” or “D-B-B Contractor”**: The Judicial Council may award the design-bid-build contracts on a per site basis such that there may be up to three (3) D-B-B Contractors for the Project which each D-B-B Contractor responsible for a Project site. If the Project is procured through a design-bid-build delivery method, then Contractor is read in this Agreement to be the successful bidder(s) that contract with the Judicial Council to construct the Project for each Project site, as applicable. Notwithstanding that the defined terms of “Design-Bid-Build Contractor” or “D-B-B Contractor” and “Contractor” are singular, in the event that the Judicial Council awards contracts to two or more contractors for the construction of the Project, any reference to these terms herein shall be plural.
- 2.7. **“Court”**: The California Supreme Court.
- 2.8. **“Final Acceptance”**: A written Acceptance issued by the Judicial Council by and through its Project Manager that accepts the Construction Documents as final and complete, in accordance with this Agreement.
- 2.9. **“Floor Area”**: A measurement of the design using methods and definitions set forth in the 2009 edition of the Building Owners and Managers Association publication titled “Gross Area of a Building: Methods of Measurement,” or such other standards as may be adopted by the Judicial Council.
- 2.10. **“Force Majeure”**: A delay which impacts the timely performance of the Services or otherwise delays the Project, for which neither Architect, its subconsultant(s), nor the Judicial Council are liable because such delay or failure to perform was unforeseeable and beyond the control of the affected Party(ies). Acts of Force Majeure include, but are not limited to: acts of God or the public enemy, acts or omissions of any government entity, fire or other casualty for which a Party is not responsible, quarantine or epidemic, strike or defensive lockout, and unusually severe weather conditions. Force Majeure does not include failures or delays caused by Architect and/or its subconsultants.
- 2.11. **“Judicial Council”**: The Judicial Council of California. However, when action under this Agreement is required to be taken by the Judicial Council, Judicial Council shall refer to Judicial Council staff pursuant to Government Code section 70392(d) and California Rule of Court 10.81, and not to the governing council.
- 2.12. **“NIC” (“Not Authorized in Contract”)**: When a Phase of the Service(s) is designated in this Agreement as NIC, NIC indicates that said Services are an intended part of the work to be performed, but the Architect has not yet been authorized to perform those Services. At the Judicial Council's sole option and upon the issuance of an Amendment to this Agreement by the Judicial Council to be executed by the Parties, the Architect shall provide the Services that are no longer designated as NIC, and the Judicial Council shall in its Amendment authorizing such performance increase the Contract Amount by the amount agreed to for the performance of said Services. The current Phase(s) of the Services authorized for performance under this Agreement are at all times indicated solely on the Agreement Coversheet.
- 2.13. **“Outline Specification”**: An abbreviated set of specification requirements that identify materials, systems, and equipment, and their criteria and quality standards consistent with the design, Project requirements, and the Construction Cost Budget.

- 2.14. **“Phase”**: One or more of the time frames within which the Services may be authorized and performed under this Agreement. The potential Phases of this Project are as follows: Preliminary Plans/Schematic Design Phase; Preliminary Plans/Design Development Phase, Working Drawings Phase, and the Construction Phase.
- 2.15. **“Preliminary Plans Phase”**: The initial design Phase, which is executed in two distinct steps: Schematic Design and Design Development.
- 2.16. **“Preliminary Plans / Design Development Phase”**: The second Phase of design, following schematic design (but part of “Preliminary Plans Phase”) in which the quantitative and qualitative aspects of the initial design are refined and developed in sufficient detail to confirm the layout, scope, and cost of the Project sufficiently prior to the commencement of Construction Documents.
- 2.17. **“Preliminary Plans / Schematic Design Phase”**: The first, preliminary Phase of design (also the first Phase of “Preliminary Plans Phase”) in which the conceptual layout, bulk, massing and quantitative and qualitative building is identified and finalized.
- 2.18. **“Project Manager”**: The Judicial Council’s project manager and authorized representative for this Project. The Project Manager is the point of contact for the Architect in its communications with the Judicial Council. The Judicial Council’s initial Project Manager for this Project is set forth herein.
- 2.19. **“Record Documents” or “Record Drawings”**: The Construction Documents, amended to show the Project as it was constructed. Record Documents include any significant changes or clarifications to the Construction Documents resulting from the construction process, including all of the Contractor’s as-built drawings.
- 2.20. **“Stop Services Order”**: A written notice, delivered in accordance with this Agreement, by which the Judicial Council may require the Architect to stop all, or any part, of the Services under this Agreement, for the period set forth in the Stop Services Order. The Stop Services Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Services provision herein this Agreement.
- 2.21. **“Sustainable Building Measures”**: Elements of the design that result in minimizing pollution, resource waste, and environmental impacts associated with facility construction operation and, if applicable, demolition.
- 2.22. **“Working Drawings Phase”**: A Phase that includes the preparation of working drawings, technical specifications, addenda, general conditions, supplementary conditions, bidding requirements, and the bid proposal developed to set forth in detail all aspects of the design, function and construction of the Project. These documents will be used for estimating the cost of the Project, obtaining construction-related approvals, securing bids for construction, and constructing the Project. The bidding of the Project and obtaining authorization to commence the Construction Phase are the final tasks of this Phase.

### **3. Scope, Responsibilities, and Services of Architect**

- 3.1. Architect shall render the Services as described in **Exhibit B**, for all work authorized and commencing with receipt of a written Notice to Proceed delivered by the Judicial Council. Architect’s Services will be completed in accordance with the schedule set forth in **Exhibit G**.
- 3.2. Architect shall provide Services that comply with all applicable requirements of federal, state, and local law including, without limitation, the following statutes, regulations and standards. **Notwithstanding subsequent approvals by applicable jurisdictions, Architect’s failure to comply with these requirements shall be considered a material breach of this Agreement.**
- 3.2.1. California Code of Regulations, Title 24, California Building Standards Code, including all amendments thereto.

- 3.2.2. California Trial Court Facilities Standards.
  - 3.2.3. California Code of Regulations, Title 19, Regulations of the State Fire Marshall, and all pertinent local fire safety codes, rules, regulations, or ordinances.
  - 3.2.4. Americans with Disabilities Act.
  - 3.2.5. U. S. Copyright Act.
  - 3.2.6. Courtroom AV and Streaming Video standards
- 3.3. Architect shall contract for or employ at Architect's expense, subconsultant(s) to the extent deemed necessary for completion of its Services on the Project including, but not limited to, applicable Building Components/Disciplines subconsultants, and interior designers, and cost estimation providers, licensed as required by applicable law. The names of subconsultant(s) are set forth in **Exhibit E**. The Judicial Council reserves the right to reject the Architect's use of any particular subconsultant. Nothing in the foregoing procedure shall create any contractual relationship between the Judicial Council and any subconsultant(s) employed by the Architect under terms of the Agreement.
- 3.4. Architect shall coordinate with Judicial Council personnel and/or its Project Manager as directed by the Project Manager, including without limitation to Contractor and other professionals employed by the Judicial Council for the design, coordination, construction, or management of other work related to the Project.
- 3.5. Architect shall provide Services required to obtain local agencies' approval for off-site work, including without limitation approval of any associated plans or drawings therefor, related to the Project including review by regulatory agencies having jurisdiction over the Project.

#### **4. Construction Cost Budget**

- 4.1. The Construction Cost Budget established by the Judicial Council for the Project is as indicated in the most recently executed Agreement Coversheet or Amendment, as of the Effective Date indicated therein.
- 4.1.1. The Construction Cost Budget is as indicated in the definitions herein; provided, however, the Judicial Council may, at its discretion by way of an Amendment to this Agreement, include other items within the Construction Cost Budget not currently incorporated therein and appropriately adjust the Construction Cost Budget, if at all, to account for any items added by Amendment.
  - 4.1.2. Inflation. The Construction Cost Budget currently includes an inflation amount pursuant to specific inflation indices.
  - 4.1.3. Escalation. The Judicial Council will not authorize any further inflation or escalation adjustments to the Construction Cost Budget after the Bidding Services are performed at the end of the Working Drawings Phase. Therefore, in performing the Services of this Agreement, Architect shall account for any necessary escalation costs during the course of the Project's construction so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget.
- 4.2. Architect hereby accepts the Judicial Council's established Construction Cost Budget and Project scope. In accordance with and as indicated in **Exhibit B**, the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the Judicial Council at the beginning of the Project and at the completion of each of the design Phases.
- 4.3. Architect shall complete all Services as described in **Exhibit B**, including all plans, designs, drawings, specifications and other Construction Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget. The Architect, in

coordination with the Judicial Council and/or Contractor, shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget and, in the event the Judicial Council, or a consultant thereof, reasonably determines the reconciled cost estimates for the construction of the Project may exceed the approved Construction Cost Budget, Architect shall take, at Architect's sole cost and expense, all necessary steps and actions, including without limitation any required redesign work, to ensure the estimates of the Project's probable construction cost are in conformance with the approved Construction Cost Budget.

4.4. The Architect shall accomplish the design Services required under this Agreement so as to permit the Judicial Council (i) to undertake a procurement for construction services using its procedures for the D-B-B method, and (ii) to assist the Judicial Council in reaching agreement with the D-B-B Contractor in determining the total D-B-B amount, necessary to manage construction of the Project and to construct the Project, with the goal of not exceeding the Construction Cost Budget available to the Judicial Council that is set forth herein.

4.4.1. **Options if Contractor's Proposal Exceeds the Construction Cost Budget.** The total D-B-B amount is determined by the total bid of the lowest responsive, responsible Contractor after the Project has been bid by the Judicial Council. If, at these times, the Judicial Council determines that the total D-B-B amount exceeds the Construction Cost Budget are not within the Construction Cost Budget, then the Judicial Council may:

4.4.1.1. Elect to abandon the Project,

4.4.1.2. Reduce the scope of work to fit within the Construction Cost Budget and rebid the Project,

4.4.1.3. Provide additional funds as required to construct the full scope of work, and/or

4.4.1.4. If the total D-B-B amount when calculated, exceeds the Construction Cost Budget by more than ten percent (10%), require Architect, at no additional cost to the Judicial Council, to provide Services necessary to make changes to the Construction Documents suitable to the Judicial Council so that the Project may be rebid by the Judicial Council. Those Services shall include value engineering to assist the Judicial Council in reaching an agreement on the changes to the Construction Documents necessary to rebid the Project and bring the D-B-B amount in conformance with the Construction Cost Budget.

4.5. Prior to the commencement of the Schematic Design Phase, the Design Development Phase, the Working Drawings Phase and the Construction Phase, the Judicial Council, in consultation with the Architect, will confirm and fix the Construction Cost Budget before authorization of the next Phase. Any changes to the Construction Cost Budget that occur during the term of this Agreement must be approved by the Judicial Council through a written Amendment executed by the Parties.

## 5. **Contract Amount and Method of Payment**

5.1. Judicial Council shall pay Architect for all Services contracted for under this Agreement the Contract Amount set forth in the Agreement Coversheet.

5.2. Judicial Council shall pay Architect the Contract Amount pursuant to the provisions of **Exhibit C**.

5.3. Architect shall invoice for its work under this Agreement in accordance with **Exhibit C**.

5.4. No increase in Contract Amount will be due from change orders generated during the construction period to the extent caused by Architect's error or omission.

5.5. The Contract Amount set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit C**.



- 5.6. Payment Does Not Imply Acceptance of Work. The granting of any payment by the Judicial Council, or the receipt thereof by the Architect, shall in no way lessen the liability of the Architect to correct unsatisfactory work in connection with the Services. Services that do not conform to the requirements of this Agreement may be rejected by the Judicial Council and in such case the Architect must correct the delivery of Services without delay.
- 5.7. Release of Claims. The acceptance by the Architect of final payment shall be and shall operate as a release to the State and the Judicial Council of all claims and all liability to the Architect for everything done or furnished in connection with this Agreement (including every act and neglect of the Judicial Council), with the exception of any claims that are expressly identified by the Architect as outstanding as of the date of Architect's submission of Architect's final application for payment. Architect's failure to identify any such claims shall operate as a release of all claims.

## **6. Payment for Extra Services or Changes**

Judicial Council-authorized services outside of the scope in **Exhibit B** or Judicial Council-authorized reimbursables not included in Architect's Contract Amount are "Extra Services." Any charges for Extra Services shall be paid by the Judicial Council as described in **Exhibit D** only upon certification that the claimed Extra Services was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Judicial Council or the Judicial Council's authorized representative, the Judicial Council will not be obligated to pay for such service.

## **7. Schedule of Work**

Architect agrees to diligently perform the Services as described in **Exhibit B** according to, and so as to proceed with and complete the Services in compliance with, the Schedule of Work provided in **Exhibit G**. Start and completion dates will be inserted for each Phase as this Agreement is amended to include subsequent Phases. Dates include Project Manager's review time and approvals. Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's and/or its subconsultant(s)' reasonable control.

## **8. Effective Date of Agreement; Commencement of Phases**

- 8.1. This Agreement is effective on the Effective Date set forth on the Agreement Coversheet; however, the Architect is not authorized to begin work until the Project Manager delivers a "Notice to Proceed" to the Architect. The Judicial Council will issue the Notice to Proceed only after the Architect delivers evidence of insurance to the Judicial Council that is consistent with the insurance requirements in this Agreement. If the Architect begins work before delivery of the Notice to Proceed, that work will be at the Architect's risk and expense and subject to all terms and conditions of this Agreement except those terms and conditions inconsistent with the Architect's assumption of that risk and expense. If a Notice to Proceed is delivered, then any work performed pursuant to direction from the Project Manager but before delivery, will be treated for all purposes as though it were performed after delivery

## **9. Submitting False Claims; Monetary Penalties**

The Judicial Council shall be entitled to remedy any false claims, as defined in California Government Code section 12650 *et seq.*, made to the Judicial Council by the Architect or any subconsultant under the standards set forth in Government Code section 12650 *et seq.* Any Architect or subconsultant who submits a false claim shall be liable to the Judicial Council for three (3) times the amount of damages that the Judicial Council sustains because of the false claim. An Architect or subconsultant who submits a false claim shall also be liable to the Judicial Council for (a) the costs, including attorney fees, of a civil action brought to recover any of those penalties or damages, and (b) a civil penalty of up to Ten Thousand Dollars (\$10,000) for each false claim.

## **10. Sales and Use Tax**

Payment of possessory interest taxes and California sales and use taxes, levied upon this Agreement, or any goods or the Services delivered pursuant hereto, shall be the obligation of the Architect.

## 11. Responsibility for Equipment and Real Property

The Judicial Council shall not be responsible for any damage to persons or property as a result of the use, misuse, or failure of any equipment used by the Architect, or by any of its employees or agents, even though such equipment is furnished, rented, or loaned to the Architect by the Judicial Council.

## 12. Independent Architect

- 12.1. Independent Architect. The Architect shall be, and is, an independent contractor, is not an employee or agent of the Judicial Council, and is not covered by any employee benefit plans provided to the Judicial Council's employees. The Architect is, and shall be, liable for its own acts and omissions as well as those of its employees, its subconsultants and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the Judicial Council and the Architect. The Architect will determine the method, details, and means of performing its responsibilities with regard to the Services, including, without limitation, exercising full control over the employment, direction, compensation, and discharge of all persons assisting the Architect in the performance of the Services. The Architect shall 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.
- 12.2. Payment of Income Taxes. The Architect shall pay, when due, all applicable income taxes, including estimated taxes, incurred as a result of the compensation paid by the Judicial Council to the Architect for the Services. The State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Architect's or any subconsultants' employees' wages. The Architect agrees to indemnify, defend, and hold the Judicial Council harmless for any claims, costs, losses, fees, penalties, interest or damages (including attorney fees and costs) suffered by the Judicial Council resulting from the Architect's failure to comply with this provision. The Judicial Council may offset any taxes paid by the Judicial Council as a result of the Architect's breach of this provision.
- 12.3. Unless otherwise specifically stated, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

## 13. Licenses

- 13.1. Architect warrants and represents that Architect currently, and shall throughout the duration of this Agreement, perform all its Services in compliance with all licensing and certification requirements under the laws and regulations of the State of California.
- 13.2. Architect warrants and represents that Architect shall ensure that all of its employees and subconsultants, including but not limited to its engineering subconsultant(s), providing a Service(s) contemplated by this Agreement have and maintain throughout their work, all license(s) required under the laws and regulations of the State of California to provide that Service(s). AV Consultant shall be a Certified Technology Specialist (CTS-D) from Infocomm International.
- 13.3. If the possession of a license(s) is required under the laws and regulations of the State of California for the performance of a Service(s), Architect warrants and represents that that Service(s) will either be performed by appropriately licensed individuals or under the direct supervision and subject to the review and approval of appropriately licensed individuals.

## 14. Architect's Key Personnel

- 14.1. Architect shall use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the Services. The Architect has been selected to perform the Services herein, in part, because of the skills and expertise of the key individuals and/or firms (collectively "Architect's Key Personnel") that are listed in **Exhibit F**. Substitution or replacement of the individuals and/or firms identified in **Exhibit F** is not allowed except with written approval of the Judicial Council, which the Judicial Council can withhold at the Judicial Council's sole discretion.

- 14.2. If the designated lead or any Key Personnel fail to perform to the satisfaction of the Judicial Council upon written notice, the Architect will have fifteen (15) calendar days to remove that person from the Project and replace that person with one acceptable to the Judicial Council. All lead or key personnel for any subconsultant must also be designated by any subconsultant and are subject to all conditions stated in this section.
- 14.3. Architect shall be responsible for all costs associated with replacing any of Architect's Key Personnel, including the additional costs to familiarize replacement personnel with the Services or the Project. If the Architect does not furnish replacement personnel acceptable to the Judicial Council, the Judicial Council may terminate this Agreement for cause.
- 14.4. Architect represents that Architect's Key Personnel have no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the Services and that no person having any such interest shall be employed by Architect.
- 14.5. Background Checks. If the Architect assigns persons (whether employees, independent contractors, subconsultants, or agents) to perform Services under this Agreement that requires that the person have access to restricted areas of an operational court facility or Department Of Justice criminal computer databases (whether on-site or by remote access) (collectively "Restricted Areas"), the Judicial Council shall have the right, but not the obligation, to conduct a background check or to require the Architect to conduct a background check, as permitted by law, on all such persons before the Judicial Council will grant to such persons access to Restricted Areas. The Architect will cooperate with the Judicial Council in performing such background check, and will promptly notify the Judicial Council of any such person refusing to undergo such background check, and will reassign such person to perform other services. The Architect shall obtain all releases, waivers, or permissions required for the release of such information to the Judicial Council. Costs incident to background checks are the sole responsibility of the Architect.

## **15. Standard of Care**

The Architect, its officers, agents, employees, subconsultants, consultants and any persons or entities for whom Architect is responsible, shall provide all Services pursuant to this Agreement in the manner specified in this Agreement and consistent with the standard of care under California law applicable to those who specialize in providing such services including, without limitation, the California Board of Architectural Examiners' Rules of Professional Conduct set forth in Article 9 of Division 2 of Title 16 of the California Code of Regulations, for projects of the type, scope, and complexity of the Project. The Judicial Council's Acceptance of any submittals, deliverables, or other work product of the Architect, or payment therefor, shall not be construed as assent that Architect has complied, nor in any way relieve the Architect of, compliance with (i) the applicable standard of care or (ii) applicable statutes, regulations, rules, guidelines, and requirements.

## **16. Judicial Council's Quality Assurance Plan**

The Judicial Council or its agent may evaluate Architect's performance under this Agreement. Such evaluation may include assessing Architect's compliance with all Agreement terms and performance standards. Any deficiencies in the Architect's performance that the Judicial Council determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Architect's principal. The report may include recommended improvements and corrective measures to be taken by the Architect. If the Architect's performance remains unsatisfactory, the Judicial Council may, without limitation, terminate this Agreement for cause or impose other penalties as specified in this Agreement. Any evaluation of Architect's performance conducted by the Judicial Council shall not be construed as an Acceptance of the Architect's work product or methods of performance. Architect shall be solely responsible for the quality, completeness, and accuracy of the work product that Architect and its subconsultants deliver under this Agreement. Architect shall not rely on Judicial Council to perform any quality control review of Architect's work product, as such review shall be conducted by Architect.

## **17. Subcontracting**

- 17.1. The Architect is prohibited from subcontracting this Agreement or any part of it, except to subconsultants as set forth in **Exhibit E**, unless such subcontracting is first approved by the Judicial Council in an Amendment. An agreement made in violation of this section shall confer no rights

on any party and shall be null and void.

- 17.2. If requested by the Judicial Council, the Architect shall provide documentation that the proposed subconsultant is experienced and able to perform that portion of the Services Architect wishes to subcontract. The Architect shall require all subconsultants to comply with the provisions of this Agreement. The Architect shall provide copies of all agreements with subconsultants to the Judicial Council. The Judicial Council's approval of subcontracts shall in no way relieve the Architect of any of its responsibilities and obligations under this Agreement.
- 17.3. The Architect expressly acknowledges that its subconsultants are not third party beneficiaries of this Agreement.

## **18. Indemnification**

- 18.1. Architect agrees to indemnify, defend, and hold harmless (collectively, "Indemnify") the State, the Judicial Council of California, the State's trial courts, appellate courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their directors, officers, agents, representatives, volunteers, and employees (individually, an "Indemnified Party") from any and all claims, lawsuits, losses, costs, liabilities, and damages to the extent caused by any of the following:
- 18.1.1. Architect's or its employees' or subconsultants' or subconsultants' employees' negligent acts, errors, or omissions, or intentional misconduct;
  - 18.1.2. Architect's breach of its obligations under this Agreement;
  - 18.1.3. Architect's or any of its employees' or subconsultants' or subconsultants' employees' violation of any applicable law, rule, or regulation;
  - 18.1.4. Any claim or lawsuit by a third party, contractor, subconsultant, supplier, worker, or any other person, firm, or corporation furnishing or supplying work, materials, or supplies who may be injured or damaged by Architect or any of its employees or subconsultants when such claim arises from, is related to, or is in connection with Architect's provision of Services under this Agreement; and
  - 18.1.5. Failure to properly pay prevailing wages as defined in Labor Code section 1720 et seq., or failure to comply with any other Labor Code requirements.
- 18.2. Architect's defense obligation under this section is limited to reimbursement of any expenditure, including reasonable attorney fees and costs, incurred by an Indemnified Party in defending claims or lawsuits, ultimately determined to be due to negligent acts or omissions of Architect or any of its employees or subconsultants.
- 18.3. This section does not require Architect to Indemnify an Indemnified Party for such portion of any loss, cost, liability, or damage that arises solely from the negligence or intentional misconduct of the Indemnified Party.
- 18.4. This section shall not be construed to limit any Indemnified Party's rights as an additional insured under a policy of insurance furnished pursuant to the provisions of this Agreement.
- 18.5. This section shall not be construed to limit the defense obligations of any insurance company to any Indemnified Party named as an additional insured under any policy described in the provisions of this Agreement.

## **19. Insurance**

- 19.1. Insurance Required. Without limiting the Architect's indemnification obligation and in addition thereto, the Architect shall secure and maintain in force throughout the term of this Agreement the

following types of insurance with limits as shown. By requiring such minimum insurance, the Judicial Council shall not be deemed or construed to have assessed the risks that may be applicable to the Architect under this Agreement. The Architect shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. Each policy, other than the Professional Liability policy, shall be written on an "occurrence" form. The Professional Liability policy may be written on a "claims made" form.

- 19.1.1. Workers' Compensation Insurance: At statutory minimums, including employers' liability coverage with limits not less than \$1,000,000 for each accident, \$1,000,000 as the aggregate disease policy limit, and \$1,000,000 as the disease policy limit for each employee.
- 19.1.2. Commercial General Liability Insurance: Covering liability arising from premises, operations, independent contractors, products and completed operations, personal injury and advertising injury, and liability assumed under contract. The policy shall provide limits of not less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate. The insurance must apply separately to each insured against whom a claim is made or lawsuit is brought, subject only to the insurance policy's limit of liability.
- 19.1.3. Commercial or Business Automobile Liability Insurance: Covering liability arising out of a motor vehicle, including owned, non-owned, leased, and hired vehicles assigned to or used in connection with the Project. The policy shall provide combined single limits of not less than \$1,000,000 per accident or loss.
- 19.1.4. Professional Liability Insurance; Errors and Omissions: Covering the Architect's acts, errors or omissions committed or alleged to have been committed which arise out of rendering or failure to render the Services provided under the terms of this Agreement. The policy shall provide limits of not less than \$1,000,000 per claim or per occurrence and \$1,000,000 annual aggregate. If the policy is written on a "claims made" form, the Architect shall continue such coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Services which are the subject of this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that Services commence pursuant to this Agreement.

## 19.2. General Requirements

- 19.2.1. Architect will maintain, or cause to be maintained, insurance issued by an insurance company or companies that are rated "A-VII" or higher by A. M. Best's key rating guide, and are authorized to do business in the State of California.
- 19.2.2. For all insurance policies required by this Agreement, Architect will declare any deductible or self-insured retention (SIR). Architect will be responsible for reimbursement of any deductible to its insurer. Architect will administer any self-insurance program in a commercially reasonable manner that ensures sufficient funds are available to cover all losses Architect must insure against under the terms of this section.
- 19.2.3. Before commencement of the Services, Architect will provide the Judicial Council with certificates of insurance, on forms acceptable to the Judicial Council, as evidence that all required insurance is in full force and effect. The dollar amount of any SIR or deductible will be specified on the applicable certificate of insurance. The certificates of insurance will be accompanied by the following endorsements:
  - 19.2.3.1. For the Commercial General Liability Insurance and Commercial or Business Automobile Liability Insurance policies, an endorsement evidencing that the State of California, the Judicial Council of California, and the Supreme Court of California, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, have been added as additional insureds on the insurance policy being referenced; and

19.2.3.2. For all insurance an endorsement that the insurance will not be materially changed or cancelled without thirty (30) days' notice to the Judicial Council; and

19.2.3.3. For the Commercial General Liability Insurance and Commercial or Business Automobile Liability Insurance policies, an endorsement evidencing that the insurance is primary and non-contributing with any insurance, self-insurance, or other risk management program maintained by the State of California, the Judicial Council of California, and the Supreme Court of California, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any.

19.2.4. If any of the required insurance policies expire or lapse during the term of the Agreement, Architect will immediately renew or replace the required insurance and provide a new certificate of insurance to the Judicial Council. Architect will ensure that any renewal insurance certificates are tendered to the Judicial Council at least ten (10) days after the expiration of the expiring insurance policy.

19.2.5. Architect shall waive any right of recovery or subrogation it may have against any of the State of California, the Judicial Council of California, or the Supreme Court of California, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents for loss or damage for any loss arising out of the Services performed by Architect under this Agreement, and the Architect will require any insurer providing insurance required under this section to do the same.

19.2.6. Architect is responsible for and may not recover from the State of California, the Judicial Council of California, or the Supreme Court of California, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, any deductible or self-insured retention that is connected to the insurance required under this section.

19.2.7. If Architect fails to keep in effect at all times the specified insurance coverage, the Judicial Council may, in addition to any other remedies it may have, declare the Agreement to be in breach and withhold all progress payments and retentions until the breach is cured, or terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

19.2.8. If at any time the specified insurance policies become unsatisfactory to the Judicial Council, the Architect shall, upon notice to that effect from the Judicial Council, promptly obtain a new policy, and shall submit the same to the Judicial Council, with the appropriate certificates and endorsements, for approval.

19.2.9. The Judicial Council reserves the right to request certified copies of any of the insurance policies required under this section.

19.2.10. The Certificates of Insurance required under this section and any advance written notice of any change or cancellation shall be mailed to the individuals at the following addresses:

@, Project Manager  
Judicial Branch Capital Program Office  
Judicial Council of California  
@(address)

with a copy to the Business Services Manager:

@, Business Services Manager  
Judicial Council of California  
455 Golden Gate Avenue, 6<sup>th</sup> Floor  
San Francisco, CA 94102

- 19.3. Joint Ventures. If the Architect is an association, partnership, or other joint business venture, the insurance required in this section shall be provided by any one of the following methods, any of which shall be subject to all of the requirements stated herein:
- 19.3.1. Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured.
- 19.3.2. Joint insurance program with the association, partnership, or other joint business venture included as a named insured.

## **20. Stop Services Order**

- 20.1. The Judicial Council may, at any time, by delivery of a Stop Services Order to the Architect, require the Architect to stop all, or any part, of the Services pursuant to this Agreement, for a period up to one hundred eighty (180) days after the Stop Services Order is delivered to the Architect, and for any further period to which the Parties may agree. The Stop Services Order shall be specifically identified as such and shall indicate it is issued under this section. Upon receipt of the Stop Services Order, the Architect shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the Stop Services Order during the period of Services stoppage.
- 20.2. The Judicial Council shall not be liable to the Architect for any costs, expenses, or loss of profits because of the Stop Services Order issued under this provision unless expressly specified in the Stop Services Order.

## **21. Force Majeure**

Neither party shall be liable to the other or have any right to terminate this Agreement for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by Force Majeure.

## **22. Termination for Cause**

If the Judicial Council determines that the Architect has failed to perform in accordance with the terms and conditions of this Agreement or has otherwise materially failed to meet the obligations of this Agreement, the Judicial Council may terminate all or part of the Agreement for cause. This termination shall be effective if Architect does not cure its failure to perform within ten (10) days (or more, if authorized in writing by the Judicial Council) after receipt of a notice of intention to terminate from the Judicial Council specifying the reasons for Architect's termination.

## **23. Termination for Non-Appropriation of Funds**

The Architect acknowledges that funding for this Agreement is conditioned upon appropriation by the California Legislature and allocation by the Judicial Council of California, and/or sale of lease revenue or other bonds, of sufficient funds to support the Project and activities described in this Agreement. By written notice to the Architect, the Judicial Council may immediately terminate this Agreement, in whole or in part, for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the Judicial Council's budget(s), funding, or financial resources. Any termination for non-appropriation of funds or for lack of sufficient funds to continue with a Project shall not constitute a breach of the Agreement by the Judicial Council.

## **24. Termination for Convenience**

The Judicial Council shall have the option, in its sole discretion, to terminate this Agreement, in whole or in part, at any time during the term hereof, for convenience and without cause, upon written notice to the Architect. The notice shall specify the date on which termination shall become effective.

## **25. Actions of the Architect Upon Termination**

- 25.1. Immediately upon receipt of any notice of termination of this Agreement, the Architect shall

commence and perform, with diligence, all actions necessary on the part of the Architect to effect the termination of this Agreement on the date specified by the Judicial Council and to minimize the liability of the Architect and the Judicial Council to third parties as a result of termination. All such actions shall be subject to the prior approval of the Judicial Council, at the Judicial Council's sole discretion. Such actions shall include, without limitation:

- 25.1.1. Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by the Judicial Council.
- 25.1.2. Not placing any further orders or entering into any subcontracts for materials, Services, equipment or other items.
- 25.1.3. Canceling any and all existing orders and terminating any and all subcontracts.
- 25.1.4. Assigning to the Judicial Council any or all of the Architect's right, title, and interest under the existing orders and subcontracts.
- 25.1.5. Settling all outstanding liabilities and all claims arising out of the cancellation of orders and termination of subcontracts.
- 25.1.6. Completing performance of any Services that the Judicial Council designates to be completed prior to the date of termination specified by the Judicial Council.
- 25.1.7. Providing to the Judicial Council any tangible work product and Data, regardless of whether partial or complete, created in the course of the performance of Services hereunder.

## **26. Effect of Termination**

- 26.1. In addition to any other remedies and actions set forth in this Agreement, if this Agreement is terminated for cause, non-appropriation of funds, or for convenience, the following will apply:
  - 26.1.1. Payment upon Termination. The Judicial Council shall pay for Architect's Services satisfactorily performed through the effective date of termination; in no event shall Architect's compensation under this section exceed the reasonable value of the performed Services, based on the Architect's progress of the Services performed and the proportionate corresponding value of the Contract Amount. Additionally, the Architect shall not be entitled to recover its anticipated profit on any work not performed pursuant to said termination.
  - 26.1.2. Offset and Deduction. The Judicial Council may deduct from any payment upon termination:
    - 26.1.2.1. All payments previously made by the Judicial Council for Services covered by the Architect's final invoice.
    - 26.1.2.2. The amount of any undisputed claim that the Judicial Council may have against the Architect in connection with this Agreement.
    - 26.1.2.3. In instances in which the Judicial Council reasonably determines that the cost of any Services is excessive and if excessive due to costs incurred to remedy or replace defective materials or rejected Services, the Judicial Council will pay the difference between the invoiced amount and the Judicial Council's reasonable estimate of the reasonable cost of replacing the materials or performing the invoiced Services in compliance with the requirements of this Agreement.



## **27. Ownership of Data**

- 27.1. Everything created, developed or produced in the course of the Architect's performance of the Services, including, without limitation, all drawings and specifications, reports, records, files, documents, memoranda, schedules, recordings, information and other materials or data (collectively, "Data") in any form, prepared, or in the process of being prepared, are works made for hire by the Architect for the Judicial Council and are the sole property of the Judicial Council without further employment or the payment of additional compensation to the Architect.
- 27.2. The Judicial Council owns all of the right, title and interest, in and to the Data, including, without limitation, all trademarks, copyrights, trade secrets, patents, and any and all other intellectual property rights therein (collectively, the "Intellectual Property Rights").
- 27.3. To the extent that any of the Data or the Intellectual Property Rights therein are not works for hire, the Architect hereby irrevocably assigns its entire right, title and interest in and to all such Data and the Intellectual Property Rights therein, to the Judicial Council.
- 27.4. At the Judicial Council's request, the Architect will assist the Judicial Council in the Judicial Council's prosecution, perfection, and registration of any or all Intellectual Property Rights in the Data. The Architect irrevocably appoints the Judicial Council as its attorney in fact, coupled with an interest, to take all actions and execute and file all documents that the Judicial Council deems necessary to perfect the Judicial Council's interest and Intellectual Property Rights in the Data as set forth herein.
- 27.5. The Judicial Council shall be entitled to access the Data in whatever form, including, without limitation CAD, at all times during the term of the Agreement. Any such Data in the possession of the Architect or in the possession of any subconsultant upon completion or termination of the Agreement shall be immediately delivered to the Judicial Council. If any Data are lost, damaged, or destroyed before final delivery to the Judicial Council, the Architect shall replace them at its own expense and the Architect assumes all risks of loss, damage, or destruction of or to such Data.
- 27.6. Judicial Council expressly acknowledges and agrees that the Data to be provided by Architect under the Agreement may contain certain design details, features, and concepts from the Architect's best practices detail library, which collectively may form portions of the design for the Project, but which separately are, and shall remain, the sole and exclusive property of Architect. Nothing herein shall be construed as a limitation on the Architect's right to re-use such component design details, features, and concepts on other projects, in other contexts, or for other clients.
- 27.7. The Judicial Council acknowledges the Architect's work product, including electronic files, as instruments of professional service. If the Judicial Council reuses or makes any modification to the Architect's work product without the prior written authorization of the Architect, the Judicial Council agrees, to the fullest extent permitted by law, to indemnify, defend (with counsel reasonably satisfactory to Architect) and hold harmless the Architect, and its officers, directors, employees and subconsultants, against any damages, liabilities or costs, including reasonable attorney fees and defense costs, arising from or allegedly arising from or in any way connected with the reuse or modification of the Architect's work product by the Judicial Council, or by any person or entity that lawfully acquires or obtains the Architect's work product from or through the Judicial Council without the written authorization of the Architect.

## **28. Proprietary or Confidential Information of Judicial Council**

- 28.1. The Architect understands and agrees that, in the performance of the Services under this Agreement or in contemplation thereof, the Architect may have access to private or confidential information which may be owned or controlled by, or otherwise in the possession of, the Judicial Council and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Judicial Council. The Architect agrees that all information disclosed by the Judicial Council to the Architect shall be held in confidence and used only in the performance of the Agreement. The Architect shall exercise the same standard of care to protect such information as the Architect uses to protect its own proprietary information and in any case no

less than a reasonably prudent person or entity would use to protect its own proprietary data.

- 28.2. It is understood, however, that the Architect may disclose the Judicial Council's confidential information on a "need to know" basis to the Architect's employees, the Architect's subconsultants, and the subconsultants' employees, and as required by law. Architect shall execute written agreements with its subconsultants that bind each subconsultant and its employees to the confidentiality provisions set forth in this Agreement.
- 28.3. The Architect shall acquire no right or title to the confidential information. The Architect agrees not to use the confidential information for any purpose except to provide the Services. Notwithstanding the foregoing, the Architect may disclose the confidential information: (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it or as appropriate to respond to any summons or subpoena applicable to it; provided, however, that the Architect first gives reasonable notice of its intention to disclose in order for the Judicial Council to seek a protective order; or (ii) to the extent necessary to enforce its rights under this Agreement.
- 28.4. The Architect agrees that monetary damages are inadequate to remedy any breach or threatened breach of this section and, accordingly, consents to injunctive relief for any breach or threatened breach hereof without the posting of any bond.

## **29. Audit and Retention of Records**

- 29.1. Architect must retain and maintain easily available all Records pertaining to Architect's performance of obligations undertaken under this Agreement.
- 29.2. Architect shall ensure that its subconsultant(s) retain and maintain easily available all Records pertaining to subconsultants' performance of this Agreement.
- 29.3. As used herein, Records ("Records") consist of all records and documentation related to the performance of the Agreement, including, but are not limited to, any books, reports, accounts, estimates, documents, detailed financial information, certified payrolls, invoices, or any other documentation or evidence, as well as any documents utilized in the preparation of Proposals, Invoices, Disputes, litigation and any Claims. Records must be maintained in accordance with industry standards and GAAP practices, consistently applied.
- 29.4. The provisions of this section shall not apply to any work product that is the result of Architect's or subconsultants' collaboration with legal counsel or to any of Architect's or subconsultants' confidential or proprietary information that does not fall within the definition of a Record as given above.
- 29.5. Architect shall ensure that the Judicial Council and/or its designated representative(s) will have access upon twenty-four (24) hours' advance written notice, at all times during Architect's or subconsultants' normal business hours, to all Records for the purposes of inspection, audit, and/or copying, and to interview any employees or others who might reasonably have information related to such records. Architect shall, and shall ensure that subconsultant(s) shall, at no cost to Judicial Council, provide access and proper facilities for such purposes.
- 29.6. Architect shall ensure that all subconsultant(s) are bound to all provisions of this section.
- 29.7. Records must be retained and available throughout the period of the term of this Agreement and for a period of five (5) years following the expiration date of this Agreement, or until five (5) years after final settlement of all Disputes, Claims, or litigation to which the Records relate, whichever date occurs later. Architect shall adequately protect all Records against fire or other damage.
- 29.8. If an audit or Judicial Council internal review reveals that the Architect and/or its subconsultant(s) have overcharged the Judicial Council, Architect will immediately pay to the Judicial Council the overcharged amount plus interest from the date of receipt of overpayment. The rate of interest will be equal to eighteen percent (18%) per year or the maximum rate permitted by applicable law, whichever is less. The audit or Judicial Council internal review will be conducted at the Judicial

Council's expense, unless the audit or review reveals that the Architect and/or its subconsultant(s) has overcharged the Judicial Council by ten percent (10%) or more on any invoice, in which case the Architect will reimburse the Judicial Council for all costs and expenses incurred by the Judicial Council in connection with such audit or review, including direct and indirect costs associated with Judicial Council representatives.

- 29.9. The obligations of this section shall survive the expiration of and any termination of this Agreement. The State of California, or any state agency or entity having an interest in the subject of this Agreement, including without limitation the California State Auditor in accordance with Government Code section 8546.7, shall have the same rights conferred upon the Judicial Council by this section.

**30. Accounting System Requirements**

The Architect shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles (GAAP).

**31. Representation**

31.1. Designated Project Managers.

31.1.1. The Judicial Council's designated Project Manager for this Project is:

[Redacted]

31.1.2. The Architect's designated project manager for this Project is:

[Redacted]

31.2. Designated Contracts Managers.

31.2.1. The Judicial Council's designated Contracts Manager for this Project is:

[Redacted]

31.2.2. The Architect's designated Contracts Manager for this Project is:

[Redacted]

31.3. Judicial Council Project Management.

31.3.1. All requests and communications about the Services to be performed under this Agreement shall be made through the Project Manager.

31.3.2. The Project Manager is not authorized by the Judicial Council to make any commitments or changes which will affect the price, terms or conditions of this Agreement absent an Amendment executed by the parties.

31.4. Third Party Representation. The Judicial Council has the authority to speak on behalf of the Court and to bind such court with respect to Acceptance of deliverables and all matters hereunder.

31.5. Changes to Representation. Each Party may change these representatives by written notice to the other Party without the need for an amendment to this Agreement.

32. **Notice**

32.1. Notice must be provided as indicated herein and, without limitation, in any of the following events:

32.1.1. In the event of any request to assign, novate, or change the name of either Party to this Agreement;

32.1.2. In the event of any replacement of Architect’s Key Personnel;

32.1.3. In the event of any claim of any material breach of this Agreement; and

32.1.4. In the event that a third party claim or dispute that alleges facts that would constitute a breach of this Agreement is brought or threatened against Architect or its subconsultant(s).

32.2. The notice must:

32.2.1. Be in writing;

32.2.2. Identify this Agreement, citing both the Agreement Name and Agreement Number given on the Agreement Coversheet;

32.2.3. Unambiguously be identified as a “Notice brought in accordance with the provisions of the Section Entitled “Notice” of Exhibit A of the Agreement;”

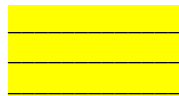
32.2.4. Delivered in person, pre-paid by a reputable express carrier, or by registered or certified mail (postage pre-paid). If delivered in person, the notice must be delivered to the reception desk of the 6th Floor at 455 Golden Gate Ave, San Francisco, CA 94102; and

32.2.5. Addressed to the representative(s) of the Parties as follows:

If provided to the Judicial Council, to the Project Manager with a copy to the Contracts Manager:

Judicial Council of California; 455 Golden Gate Ave, 6<sup>th</sup> Floor; San Francisco, CA 94102-3660

If provided to the Architect:



32.3. Notice is effective on the date of receipt; however, if the date of receipt does not occur upon a business day, notice is effective on the first business day following the date of receipt.

32.4. Any correctly addressed notice that is refused, lays unclaimed, or is not deliverable because of an act or omission of the Party to whom submitted will be deemed effective as of the date that the notice was refused, unclaimed, or deemed undeliverable.

33. **Dispute Resolution**

33.1. Informal Negotiations. If the dispute does not involve an issue that requires submission of a notice pursuant to the section entitled “Notice” of this Agreement, the respective Parties’ Project Managers

shall make a good faith attempt to promptly resolve the dispute by informal negotiation. The Parties shall attempt in good faith to resolve potential disputes informally and promptly.

- 33.2. Demand. If the dispute involves an issue that requires submission of a Notice pursuant to the Section entitled “Notice” herein, or if the dispute is not settled in a timely manner pursuant to informal negotiations between the Parties’ Project Managers, either Party may issue a Demand to the other Party as follows. The Party submitting a Demand (“Submitting Party”) must issue a written statement (the “Demand”), in the form of a notice, to the other Party (“Receiving Party”). The Demand must be submitted in compliance with the provisions of the section entitled “Notice” herein, and: (i) be fully supported by detailed factual information and supporting documentation; (ii) state the specific Agreement provisions on which the Demand is based; and (iii) if the Demand involves a cost adjustment, state the exact amount of the cost adjustment accompanied by all records supporting the Demand. The Demand shall include a written statement signed by an authorized representative of the Submitting Party indicating that the Demand is made in good faith, that the supporting data and documents are accurate and complete, and provide reasoning to support their contention that the amount (if any) requested reflects an adjustment in payment the Submitting Party believes is equitable.
- 33.3. Response to Demand. The Receiving Party shall, within ten (10) business days, provide a final written response (“Final Response”) or request additional information deemed necessary to prepare a Final Response. The Final Response shall state whether the Receiving Party accepts or rejects the Demand. The Final Response must be provided to the Submitting Party in the form required by the section of this Agreement entitled “Notice”. If the Receiving Party requests additional information to prepare the Final Response, the Submitting Party shall promptly comply with the Receiving Party’s request for such information. Any delay caused by the Submitting Party’s failure to respond to a request for additional information shall extend the ten (10) business day period within which the Receiving Party must provide a Final Response, however, unless otherwise agreed to by the Parties in writing, in no event shall the time period allowed for a Final Response be extended beyond twenty (20) business days following the date on which the Submitting Party issues the Demand. Regardless of any request(s) for additional information, a failure on the part of the Receiving Party to provide a Final Response within these twenty (20) business days shall be deemed a rejection of the Demand.
- 33.4. Senior Level Negotiations. If the Demand is rejected and the Submitting Party provides written Notice that it will continue to pursue the Demand, or if the time period allowed for a Final Response to the Demand has expired without issuance of a Final Response, the Parties shall attempt to resolve the Demand by negotiations between assigned senior representatives of the Parties. The representatives shall meet as often as they deem reasonably necessary to resolve the Demand. The senior representatives of the Parties shall make a good faith effort to resolve the Demand within thirty (30) business days (or such longer period as they may agree to in writing) following the date on which the Submitting Party provides written notice that it will continue to pursue the Demand or the date on which the time period allowed for a Final Response to the Demand has expired without issuance of a Final Response.
- 33.5. Mediation. If the Demand is not resolved by negotiations of the Party’s assigned representatives, the Parties shall submit their dispute to mediation prior to any Party initiating an action in court.
- 33.6. Litigation. If the Parties have not resolved the dispute after mediation, the decision of the Receiving Party set forth in the Final Response will be conclusive and binding regarding the dispute unless the Submitting Party commences an action in a court of competent jurisdiction to contest the decision of the Final Response within ninety (90) days following the conclusion of mediation or one (1) year following the accrual of the cause of action, whichever is later. In the event of litigation of a dispute arising from or related to this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.
- 33.7. Confidentiality. All discussions and negotiations conducted pursuant to this dispute resolution process prior to litigation are confidential and shall be treated as compromise and settlement negotiations to which California Evidence Code section 1152 applies. The mediation shall be confidential and shall be subject to the provisions of California Evidence Code sections 703.5 and

1115 through 1128.

- 33.8. Continuation of Work. Unless otherwise directed in writing by the Judicial Council, pending the final resolution of any dispute arising under, related to, or involving this Agreement, Architect agrees to and shall diligently proceed with the performance of this Agreement, including the delivery of deliverables or providing of Services, at the same time that a dispute is addressed via this dispute resolution process and in accordance with the Judicial Council's instructions. Architect's failure to diligently proceed with the Services or in accordance with the Judicial Council's instructions will be considered a material breach of this Agreement.

**34. Covenant Against Gratuities**

- 34.1. Architect warrants that neither Architect itself nor any of its employees nor subconsultant(s) or their employees have provided or shall at any time provide any gratuity, in the form of money, tangible item(s), intangible benefit(s), or in any other form, to any officer, official, agent, or employee of the Judicial Council or of the Court(s) for the purpose of securing or having secured award of this Agreement to Architect.
- 34.2. Architect warrants that neither Architect itself nor any of its employees, nor subconsultant(s) or their employees have provided or shall at any time provide any gratuity in the form of money, tangible item(s), intangible benefit(s), or in any other form, to any officer, official, agent, or employee of the Judicial Council or of the Court(s) for the purpose of securing an outcome favorable to the Architect any of its subconsultant(s) resulting from any decisions made regarding the use of the State funds encumbered or to be encumbered under this Agreement.
- 34.3. Architect warrants that neither Architect itself nor any of its employees nor subconsultant(s) or their employees will, without immediate written notice to the Judicial Council, knowingly allow any third party to provide any gratuity in the form of money, tangible item(s), intangible benefit(s), or in any other form to any officer, official, agent, or employee of the Judicial Council or of the Court(s) for the purpose of securing an outcome favorable to the Architect any of its subconsultant(s) resulting from any decisions made regarding the use of the State funds encumbered or to be encumbered under this Agreement.
- 34.4. For breach or violation of any of the aforesaid warranties, the Judicial Council will have the right to terminate this Agreement, and any loss or damage sustained by the Judicial Council in procuring, on the open market, any Work which the Architect has agreed to supply, shall be borne and paid for by the Architect. The rights and remedies of the Judicial Council provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**35. Certifications**

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

35.1.1. Nondiscrimination/No Harassment Provisions and Compliance.

35.1.1.1. Nondiscrimination. The Architect and its subconsultants shall not unlawfully discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, ancestry, physical or mental disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), medical condition, marital status, age (over 40), sex, sexual orientation, gender identity, or domestic partner status. The Architect and its subconsultants shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

35.1.1.2. No Harassment. The Architect and its subconsultants shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom

the Architect or its subconsultants interact in the performance of this Agreement. The Architect and its subconsultants shall take all reasonable steps to prevent harassment from occurring.

- 35.1.1.3. FEHA. The Architect shall comply with the provisions of the Fair Employment and Housing Act, California Government Code section 12900 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, section 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- 35.1.1.4. Compliance with Americans with Disabilities Act. The Architect complies with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. section 12101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.
- 35.1.1.5. Notice to Labor Organizations. The Architect and any of its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 35.1.1.6. Compliance. The Architect shall include the nondiscrimination, no harassment, and compliance provisions of this section in any and all subcontracts issued to perform Services under this Agreement. Architect has, unless exempt, complied with the nondiscrimination program requirements. (Government Code section 12990(a)-(f) and CCR, Title 2, section 8103 *et seq.*)
- 35.1.2. Prohibited Financial Conflict of Interest. The Architect and its subconsultants presently have no interest and will not acquire any interest which would present a conflict of interest pursuant to California Government Code sections 1090 *et seq.* and 87100 *et seq.* during the performance of Services pursuant to this Agreement. The Architect further certifies that, to the best of its knowledge after due inquiry, no employees or agents of the Judicial Council are now, nor in the future will they be, in any manner interested directly or indirectly in this Agreement, or in any profits expected to arise from this Agreement, as set forth in California Government Code sections 1090 *et seq.* and 87100 *et seq.*
- 35.1.3. Conflict of Interest for Former State Employees. The Architect certifies and shall require any subconsultant to certify to the following: Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from State service.
- 35.1.4. Drug-Free Workplace. The Architect will provide a drug-free workplace as required by California Government Code sections 8355 through 8357.
- 35.1.5. National Labor Relations Board. No more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Architect within the immediately preceding two (2) year period because of the Architect’s failure to comply with an order of the National Labor Relations Board.
- 35.1.6. Brokerage or Contingent Fees. No person or selling agency has been employed or retained to solicit or secure this Agreement upon an understanding or agreement for a commission, percentage, brokerage, or contingent fee.
- 35.1.7. Computer Software Use. Architect has appropriate systems and controls in place to ensure

that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

36. **Labor, Wage & Hour, Apprentice, and Related Provisions.**

- 36.1. Architect warrants and certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). Since the Architect is performing Services as part of an applicable “public works” or “maintenance” project, and since the total compensation is One Thousand Dollars (\$1,000) or more, the Architect agrees to fully comply with and to require its subconsultant(s) to fully comply with all applicable Prevailing Wage Laws.
- 36.2. To the extent applicable, Architect shall ensure that it and its subconsultants comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.
- 36.3. Wage Rates. Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code of California (“Prevailing Wage Law”), the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Agreement are on file with Office of Real Estate & Facilities Management in San Francisco and copies will be made available to any interested party on request. Architect shall obtain and post a copy of these wage rates in accordance with applicable law.
- 36.4. Holiday and overtime work, which is subject to the Prevailing Wage Law when permitted by law, shall be paid for at a rate of at least one and one-half times the basic hourly rate of the general prevailing rate of per diem wage, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the Judicial Council, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.
- 36.5. To the extent applicable, Architect shall pay, or cause to be paid, each worker engaged in Services on the Project, who is subject to the Prevailing Wage Law, not less than the general prevailing rate of per diem wages determined by the Director (“Director”) of the Department of Industrial Relations (“DIR”), regardless of any contractual relationship which may be alleged to exist between Architect or any subconsultant and such workers to the extent applicable.
- 36.6. Pursuant to Labor Code section 1775, to the extent applicable, Architect shall, as a penalty to the Judicial Council, forfeit the amount set forth in Labor Code section 1775 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the Judicial Council and/or the Director, for the work or craft in which that worker is employed for any public work done under contract by Architect or by any subconsultant under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Architect.
- 36.7. Any worker subject to the Prevailing Wage Law who is employed to perform Work on any Project, where that Work is not covered by a classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.
- 36.8. Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, and apprenticeship, training programs or other payments authorized by Labor Code section 3093.



- 36.9. Hours of Work. As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code (“Hours of Work Provision”), eight (8) hours of labor shall constitute a legal day’s work. The time of service of any worker, employed at any time by Architect or by any subconsultant on any subcontract under this Agreement upon the work or upon any part of the work contemplated by this Agreement which is subject to the Hours of Work Provision, shall be limited and restricted by Architect to eight (8) hours per day, and forty (40) hours during any one week except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Services performed by employees of Architect who are subject to the Hours of Work Provision, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work provided the employee is compensated for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic hourly rate of the general prevailing rate of per diem wage.
- 36.10. Architect shall keep, and shall cause each subconsultant 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 Architect in connection with the Work or any part of the Work contemplated by this Agreement and who is subject to the Prevailing Wage Laws. The record shall be kept open at all reasonable hours to the inspection of the Judicial Council and to the Division of Labor Standards Enforcement of the DIR.
- 36.11. Pursuant to Labor Code section 1813, to the extent applicable, Architect shall, as a penalty to the Judicial Council, forfeit the statutory amount for each worker employed in the execution of this Agreement by Architect or by any subconsultant for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.
- 36.12. Architect warrants and certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services.

### **37. Limitation on Publication**

The Architect shall not publish or submit for publication any article, press release, or other writing relating to the Architect’s Services for the Judicial Council without prior review and written permission by the Judicial Council. The Judicial Council review shall be completed within thirty (30) days of submission to the Project Manager and, if permission is denied, the Judicial Council shall provide its reasons for denial in writing. Architect shall ensure that the provisions of this section are passed onto all subconsultants of any tier participating on the performance of any part of this Agreement.

### **38. General**

- 38.1. Survival. The termination or expiration of the Agreement shall not relieve either Party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either Party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.
- 38.2. Remedies Cumulative. All remedies provided for in this Agreement are cumulative and may be exercised individually or in combination with any other remedy available hereunder.
- 38.3. Non-Assignment. The Services to be performed by the Architect are personal in nature and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Architect unless first consented to by the Judicial Council by written instrument executed and approved in the same manner as this Agreement. There shall be no voluntary or involuntary assignment, either by operation of law or demand of a third party, that is binding on the Judicial Council without the Judicial Council’s prior, written consent. Except as otherwise provided herein, all of the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives. Any

assignment in violation hereof shall be null and void.

- 38.4. Waiver. Any waiver of any term of this Agreement must be in writing and executed by an authorized representative of the waiving Party and shall not be construed as a waiver of any succeeding breach of the same or other term of this Agreement.
- 38.5. Severability. The provisions of this Agreement are separate and severable. Should any court hold that any provision of this Agreement is invalid, void, or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the reasonable intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.
- 38.6. Compliance with Laws. Architect shall keep itself fully informed of all municipal, county, state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply, at no expense to the Judicial Council, with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time. Architect shall procure and keep in full force during the term of this Agreement any and all permits necessary to accomplish the Services contemplated in this Agreement at no expense to the Judicial Council.
- 38.7. Time is of the Essence. Time is of the essence in this Agreement.
- 38.8. Governing Law; Jurisdiction. This agreement, and all of the rights and duties of Architect and the Judicial Council arising out of or related to this agreement or to the relationship of Architect and the Judicial Council, are governed by the laws of the State of California without regard to its conflicts of law rules. This provision applies to all claims and causes of action that Architect has or may acquire against the Judicial Council, whether based on contract, tort, statute, or anything else. Architect agrees that any claims that it has or may acquire against the State shall be commenced in and decided exclusively by a court of competent jurisdiction located in the State of California. Architect agrees to submit to the personal and exclusive jurisdiction of courts located in the State of California. Architect waives all defenses and arguments that the courts located in the State of California constitute an inconvenient forum based upon the residence or domicile of Architect, the location of the Project that is the subject of the litigation, the location of witnesses, the location of documents, or anything else.
- 38.9. Agreement Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the Parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given their reasonable interpretation.
- 38.10. Amendments. This Agreement may not be modified or amended, except by a written instrument executed and approved in the same manner as this Agreement (an "Amendment").
- 38.11. Entire Agreement. This Agreement, consisting of the Agreement Coversheet and all Exhibits thereto, constitutes the entire agreement between the Parties and supersedes all previous modifications, agreements, proposals, negotiations, representations, and commitments, both oral and written, between the Parties.

*END OF EXHIBIT*

**EXHIBIT B**  
**RESPONSIBILITIES AND SERVICES OF ARCHITECT**

**1. General**

- 1.1. When authorized, as specified in this Agreement, Architect agrees to provide the architectural and engineering services pursuant to the terms and provisions herein this Exhibit (“Statement of Work”) and all applicable and appurtenant Services and tasks that are necessary to provide design services and construction support for the Project.
- 1.2. When authorized, Architect shall be responsible for the performance of the authorized Services, regardless of whether their actual costs exceed the Contract Amount. The Services shall be performed in Phases, as specified in this Statement of Work. Architect shall commence each succeeding Phase only upon receipt of a fully executed Amendment to this Agreement. The Services specified herein shall be provided as needed throughout the term of the Agreement.

**2. Basic Services**

Architect agrees to provide the Basic Services described below:

- 2.1. Contract for or employ at Architect’s expense, a sufficient number of specialists and other workers with requisite skills and experience as appropriate for the successful completion of this Project.
- 2.2. Restrict subcontracting to only those subconsultants approved in writing by the Judicial Council pursuant to the provisions of this Agreement and who have agreed in writing to be bound by the terms and conditions applicable to the Services of the Architect under this Agreement.
- 2.3. Prepare, organize, and distribute in a timely manner progress reports and drawings.
- 2.4. Conduct Project status meetings with the Judicial Council, other professionals and consultants under contract with the Judicial Council, and/or State or local agencies as needed and directed by the Judicial Council during the course of the design and construction of the Project; after each Project meeting and if directed by the Project Manager, prepare, organize, and distribute in a timely manner, meeting notes and lists of action items for review, comment, and use.
- 2.5. Cooperate with other consultants the Judicial Council may employ for work related to the Project. Collaborate with the Contractor under contract with the Judicial Council for this Project; however, the Architect is solely responsible for the content and completeness of the Construction Documents.
- 2.6. Architect is not responsible for providing the following information and/or performing the following services, but Architect shall coordinate and integrate its work with all of the following as provided by the Judicial Council, or other consultants to the Judicial Council, without limitation:
  - 2.6.1. Testing, design or abatement of any asbestos and/or lead.
  - 2.6.2. Title information with exceptions.
  - 2.6.3. Preparation of an historical significance report.
  - 2.6.4. Compliance with requirements for state and local agency permits.
  - 2.6.5. Preparation of commissioning reports.
  - 2.6.6. Testing or inspection.
- 2.7. Provide space planning, design, furniture and equipment floor plans, bid documents and specifications, and other services related to moveable furniture and equipment (excluding desk-top office equipment) within the Project; incorporate existing furniture and equipment into the design

and specifications (if applicable); review the inventory of existing furniture and equipment provided by the Judicial Council and the Court (if applicable); and provide consultation on the items to be reused.

- 2.8. Develop, maintain, and regularly update a schedule of Project activities including but not limited to architectural or engineering activities, required submittal milestone dates, status review meetings, and Judicial Council or agency review and approval milestone dates. The schedule of Project activities shall be a Gantt chart format prepared in Microsoft Project. The Architect shall provide an updated schedule of Project activities to the Judicial Council within ten (10) days of commencement of each Phase except the Construction Phase or Subcontractor Bid Package Stage.
- 2.9. Prepare Project documentation in Adobe Acrobat .pdf format, Microsoft Word .doc format, AutoCAD .dwg format, and BIM (Revit), as indicated in this Agreement or agreed upon in writing with the Judicial Council at the commencement of the Services. Other formats may be utilized upon request and the written approval thereof from the Judicial Council.
- 2.10. Provide estimated construction cost breakdowns of the Project at indicated intervals consistent with the stage of development of the Architect's drawings and specifications. The form of the cost estimates shall be based on Unifomat standards except for the cost estimate at the 100% Construction Phase which shall be prepared in both Unifomat and Construction Specification Institute Master formats. Architect shall be responsible for designing the Project such that the construction cost estimates do not exceed the Construction Cost Budget.
- 2.11. Conduct milestone review meetings with the Judicial Council and Project team immediately before commencing each Project Phase listed in this Exhibit. At the milestone review meetings, the Judicial Council shall identify goals for the upcoming work, examine the performance of the Project team against the goals in the preceding Phase, and set forth corrective measures as necessary or appropriate.
- 2.12. Field check existing conditions as necessary or appropriate. All field checks of existing conditions must be documented and reflected, to the best of the Architect's knowledge, in the Construction Documents with an identified plan of action. Architect shall advise Judicial Council on any testing that is required or recommended in order to adequately ascertain existing conditions that affect the building design and systems functionality.
- 2.13. Abide by applicable conditions imposed by funding sources, and comply with all requirements of such conditions, including auditing requirements and payroll affidavits.
- 2.14. Consult with the Judicial Council if the Judicial Council or the Architect becomes aware of any construction deficiency that develops prior to expiration of the guarantee period specified in the construction contract with the Contractor for the Project, regardless of whether the deficiency became apparent before or after Final Acceptance of the work by the Judicial Council, and suggest satisfactory methods for correction of such deficiencies.
- 2.15. Use prototypical designs or other design drawings, specifications or calculations provided by the Judicial Council when requested by the Judicial Council to do so. Unless otherwise directed in writing, Architect shall recheck such designs and any other design data, drawings, specifications, and calculations provided by the Judicial Council and shall be responsible therefore to the same extent as if such material had been provided by Architect under this Agreement.
- 2.16. Provide Construction Documents which comply with applicable statutes, regulations, rules, guidelines, and requirements.
- 2.17. Obtain construction-related approvals, including, but not limited to, written approvals by the State Fire Marshal ("SFM") and, the Division of the State Architect ("DSA") Access Compliance Unit.
- 2.18. Provide a written description of Architect's Quality Assurance Program ("QA Program") commencing with the Preliminary Plans Phase. The Quality Assurance Program shall be designed to advance the goal of achieving a quality Project, within schedule and within the Design Budget,

in compliance with the terms of this Agreement. Architect shall submit the QA Program to the Judicial Council within twenty (20) days of commencement of each Phase. At a minimum the following shall apply:

- 2.18.1. The QA Program shall cover all activities affecting quality performed by Architect and Architect's subconsultants.
- 2.18.2. The Architect shall provide the Judicial Council access to its records documenting implementation of the QA Program ("QA Records"). Architect shall retain and maintain identifiable, legible, and retrievable QA Records for the duration of the Project. Architect shall submit QA Records to the Judicial Council upon the completion of each Phase of the work.
- 2.18.3. The Architect shall ensure that all drawings and specifications shall be reviewed and checked by at least one other professional trained in the same discipline as the professional who prepared the drawings and specifications, with the goals of:
  - 2.18.3.1. Assuring the completeness of the drawings and specifications;
  - 2.18.3.2. Assuring a high level of construction quality; and
  - 2.18.3.3. Avoiding change orders to the construction contract with the Contractor for the Project, which are caused by conflicts, ambiguities, inaccuracies, and deficiencies in the construction drawings and specifications.
- 2.18.4. The QA Program will identify the specific methodology that will be used to cross-check drawings of the various disciplines for completeness and accuracy at each submittal stage.
- 2.19. Correct or revise inconsistencies, errors, or omissions in its Construction Documents, including those drawings and specifications prepared by Architect's subconsultants, without additional compensation.
- 2.20. Conduct Project status meetings at the location(s) directed by the Judicial Council's Project Manager.
- 2.21. Architect shall design the Project consistent with the California Trial Court Facilities Standards.

### **3. Preliminary Plans Phase**

The Services that shall be provided in the Preliminary Plans Phase consist of the following, and include Schematic Design and Design Development as specified below:

#### **3.1. Preliminary Plans / Schematic Design Phase.**

The Services that shall be provided in the Preliminary Plans / Schematic Design Phase consist of the following:

- 3.1.1. The Firm will meet with the Judicial Council (multiple departments) and take input to generate programming for the project and scope on the project. At least three full day initial meetings are expected to review the project scope and two full day validation meetings to complete the verification of the requirements.
- 3.1.2. Provide a code analysis indicating how the design of the Project complies with applicable building codes, including California Code of Regulations, Title 24.
- 3.1.3. Prepare for the Judicial Council's review Schematic Design studies and benchmark building designs incorporating the Project requirements and including structure and site utilization plans, floor plans, elevations, sections, perspectives, and other documents

necessary to illustrate the scale and relationship of Project components. Building designs shall pay particular attention to orientation, solar consideration, and passive energy techniques and shall conform to applicable energy regulations. Schematic Design studies shall be revised until a design concept has been accepted and approved by the Judicial Council.

3.1.4. Prepare for the Judicial Council's review:

3.1.4.1. Outline Specifications indicating applicable Building Components/Disciplines, and other systems and materials proposed;

3.1.4.2. A technology design program statement; and

3.1.5. Prepare for the Judicial Council's review an estimate of probable construction cost, in conformance with the approved Construction Cost Budget, of the Project, indicating the estimated cost of each principal element of the building and site construction, in a format acceptable to the Judicial Council, at the 100% completion stages. Review and comment upon parallel cost estimates prepared by the Contractor, if any, and collaborate therewith to reconcile Contractor's parallel cost estimates. Any cost estimates prepared by either consultants to the Judicial Council or the Contractor do not replace those required of the Architect, and do not remove the Architect's responsibility to design the Project within the approved Construction Cost Budget. In the event the reconciled cost estimates exceed the approved Construction Cost Budget, Architect shall take all necessary steps and actions, at Architect's sole cost and expense, to ensure estimates of probable construction cost of the Project are in conformance with the approved Construction Cost Budget.

3.1.6. Deliverables. Architect shall provide to the Judicial Council two (2) hard copies of the items produced in this Phase including, without limitation, the following, together with one copy of each item in electronic format. Judicial Council will, as appropriate, notify Architect of its Acceptance of the deliverables. The deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the Judicial Council at no additional cost to the Judicial Council. The Judicial Council's acceptance and approval may, at the Judicial Council's discretion, include third-party peer review, third-party plan check, Judicial Council committee(s) and/or subcommittee(s).

3.1.6.1. Schematic Design Package including, without limitation, studies, outline specifications, and reports;

3.1.6.2. 100% Schematic Design Cost Estimates;

3.2. Preliminary Plans / Design Development Phase.

The Services that shall be provided in the Preliminary Plans / Design Development Phase consist of the following:

3.2.1. Prepare from the Schematic Design documents accepted and approved by the Judicial Council, Design Development documents consisting of:

3.2.1.1. All applicable Building Components/Disciplines, floor plans, and elevations; cross-sections and other drawings necessary to fix and describe the size and character of all components of the Project;

3.2.1.1.1. Evaluate system alternatives, materials selection, and detailing to develop the Schematic Design concept, and resolve detailed coordination between building elements.

3.2.1.2. Outline Specifications establishing the size, character, and quality of the entire

Project in its essentials as to kinds and locations of materials and type of applicable Building Components/Disciplines and other necessary systems;

- 3.2.2. Update the code analysis of applicable regulations, including, without limitation, the current California Fire Code and all applicable provisions of Title 24 of the California Building Code, that Architect developed during the Schematic Design Phase.
- 3.2.3. Prepare for the Judicial Council's review an estimate of probable construction cost, in conformance with the approved Construction Cost Budget, of the Project, indicating the estimated cost of each principal element of the building and site construction, in a format acceptable to the Judicial Council, at the 100% completion stage. In the event, the cost estimates exceed the approved Construction Cost Budget, Architect shall take all necessary steps and actions, at Architect's sole cost and expense, to ensure estimates of probable construction cost of the Project are in conformance with the approved Construction Cost Budget.
- 3.2.4. Prepare for the Judicial Council's review a written description of the design criteria for all applicable Building Components/Disciplines for the Project.
- 3.2.5. Items for Deferred Approval.
  - 3.2.5.1. Architect shall specifically state items for which it intends to utilize a process of delegated design for certain building elements and systems pursuant to section 107.3.4 of Title 24 of the California Code of Regulations (California Building Standards Code) ("Deferred Approval Item(s)"). Deferred Approval Items will be limited to items for which proprietary engineering or determination of exact components and configurations is more effectively made by the manufacturer or installing contractor.
  - 3.2.5.2. The Architect must seek and receive from the Judicial Council prior written approval before specifying any building component, element, or system as a Deferred Approval Item.
  - 3.2.5.3. For any approved Deferred Approval Item(s), Architect shall prepare deliverables with the design and performance requirements for the approved Deferred Approval Item(s) for which it intends the Contractor to provide its own professional design services to develop construction documentation in conformance with the Architect's performance requirements. The Contractor will then submit the Contractor-prepared documentation for the Deferred Approval Item(s) to the Architect and the Judicial Council for approval (i.e. deferred approval).
  - 3.2.5.4. Architect shall incorporate in its services, including Deferred Approval Item(s), time for submission and approval by entities with jurisdictional authority (e.g., SFM).
  - 3.2.5.5. The Architect is responsible for the Deferred Approval Item(s) as part of the Architect's design at the same level of professional responsibility as all other components of the Architect's design.
- 3.2.6. Deliverables. Architect shall provide to the Judicial Council two (2) hard copies of the items produced in this Phase including, without limitation, the following, together with one copy of each item in electronic format. Judicial Council will, as appropriate, notify Architect of its Acceptance of the deliverables. The deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the Judicial Council at no additional cost to the Judicial Council. The Judicial Council's acceptance and approval may, at the Judicial Council's discretion, include third-party peer review, third-party plan check, Judicial Council committee(s) and/or subcommittee.

3.2.6.1. Design Development drawing set from all professional disciplines necessary to deliver the Project;

3.2.6.2. Complete Specifications;

3.2.6.3. 100% Design Development Cost Estimates.

#### 4. Working Drawings Phase

The Services that shall be provided in the Working Drawings Phase consist of the following:

- 4.1. Construction Documents. Prepare, using Design Development documents accepted and approved by the Judicial Council and such standard documents as may be furnished by the Judicial Council, Construction Documents consisting of working drawings and specifications that set forth in detail all the requirements for construction of the entire Project. The Construction Documents shall include, as applicable, appropriate bid alternatives, approved by the Judicial Council and which do not materially change the scope of the Project, in order to allow for any necessary adjustment by the Judicial Council prior to approving a total D-B-B amount, as appropriate, necessary to manage construction of and to construct the Project. The Construction Documents shall be designed to promote economy in construction, maintenance, and operation, and to comply with design criteria and cost limitations.
- 4.2. Furnish to the Judicial Council for review all work at the 90%, and 100% stages of completion. Architect shall provide copies of the deliverables for the Judicial Council to review as specified herein. Architect shall retain record copies of said deliverables. The Judicial Council will review deliverables and either notify the Architect of Acceptance or request modifications. Upon completion of review by the Judicial Council, Architect shall make all changes and corrections necessary to meet the requirements of the approved Architectural Program scope and Construction Cost Budget for the Project, at no additional cost to the Judicial Council. Architect shall respond to each review comment at each stage of completion, indicating the resolution of each item.
- 4.3. Obtain required approvals, including stamped approvals if applicable, by the State Fire Marshal and, DSA Access Compliance Unit on all drawings/documents.
- 4.4. Provide design phase scheduling information in the format agreed upon with the Judicial Council at the commencement of Services, for inclusion into the master schedule prepared and updated by the Judicial Council's selected Contractor.
- 4.5. Collaborate and cooperate with the Judicial Council and/or the Judicial Council's selected Contractor in any value engineering or constructability review performed thereby. Respond to and/or make corrections to the deliverables as a result of any value engineering or constructability review performed by the Judicial Council and/or the Judicial Council's selected Contractor.
- 4.6. Prepare a construction cost estimate, in conformance with the approved Construction Cost Budget, at the 100% completion stages. In the event, the cost estimate exceeds the approved Construction Cost Budget, Architect shall take all necessary steps and actions, at Architect's sole cost and expense, to ensure estimates of probable construction cost of the Project are in conformance with the approved Construction Cost Budget.
- 4.7. Prepare Construction Documents in full compliance with applicable building codes, ordinances, and other regulatory authorities.
- 4.8. Provide to the Judicial Council, upon written Acceptance by it of the 100% complete Construction Documents, completed drawings and specifications as one (1) hard copy and on computer discs containing electronic files, as specified below (assembly of the Project manual and reproduction of the Construction Documents for distribution to bidders will be provided by the Judicial Council):
  - 4.8.1. Drawings - One (1) hard copy of original full-size drawings, as determined by the Judicial



- Council. Each drawing shall bear the stamp and signature of the Architect and/or subconsultant, and, when required, the approval stamps of the State Fire Marshal and/or DSA Access Compliance Unit.
- 4.8.2. Specifications - One (1) hard copy of all work applicable to the Project; in format complying with the current edition of the Construction Specifications Institute's "MasterFormat"; as directed by the Judicial Council and in accordance with the following:
- 4.8.2.1. Division 1 - General Requirements shall be prepared in accordance with the Judicial Council's requirements; as determined for the Project.
- 4.8.2.2. Supplemental information shall be provided to complete the Project manual, Judicial Council-prepared Bidding Requirements, and General Conditions of the Contract for Construction.
- 4.8.2.3. Where articles, materials, and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or equal." Specifications shall not contain restrictions that will limit competitive bids. Exceptions shall only be as permitted by the Judicial Council.
- 4.8.3. The Construction Documents shall bear the stamp and signature of the Architect and/or subconsultant, and the approval stamps of the State Fire Marshal and/or DSA Access Compliance Unit.
- 4.8.4. Construction cost estimates will be prepared in both Unifomat and Construction Specification Institute formats, and shall include materials, labor, subcontract costs, and contractor's indirect costs, overhead, profit, insurance, taxes, and bonds.
- 4.9. Notify, immediately and in writing, the Judicial Council if it becomes evident, during development of the Construction Documents for the Project, that the construction cost will exceed the Construction Cost Budget established by the Judicial Council, and cease and hold in abeyance all work until funding differences, scope, and/or criteria are resolved and such changes as may be required are executed. Cost estimates prepared by consultants of the Judicial Council and/or the Contractor do not replace those required of the Architect, and do not remove the Architect's responsibility to design the Project within the approved scope of the Construction Cost Budget.
- 4.10. Upon successful completion of all activities and the successful provision of all deliverables of the Working Drawings Phase specified above, the Judicial Council, the Architect, and the Contractor shall, in a written and signed document coordinated by the Judicial Council's Project Manager, designate the names, versions, and revision numbers of the final Construction Documents and master schedule, which is prepared and updated by the Judicial Council's selected Contractor, for the Construction Phase of the Project.
- 4.11. Bidding Services. Bidding process and procedures will be the responsibility of the Judicial Council. Upon written authorization by the Judicial Council to proceed with bidding, Architect shall perform the following Services ("Bidding Services"):
- 4.11.1. Attend pre-bid conference at the Project site(s).
- 4.11.2. Refer all questions concerning intent to the Judicial Council for response while the Project is being advertised for bids. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Architect for decision by the Judicial Council as to the proper procedure required. Corrective action taken will be in the form of an addendum prepared by the Architect and issued by the Judicial Council. The Architect shall prepare all necessary supplemental drawings at no additional cost to the Judicial Council.
- 4.11.3. Refrain from giving any directions, clarifications, corrections, or other modification of the

Bidding Documents either verbally or in writing to any person other than the Judicial Council's Project Manager. The Project Manager will determine whether the information should be placed in an addendum to be distributed to all bidders.

- 4.11.4. As requested by the Judicial Council and if applicable, assist the Contractor and the Judicial Council in preparing the construction solicitation documents in a form and manner so as to enable the Judicial Council to solicit separate bids and award separate contracts for the desired number of different parts of the Project.
- 4.11.5. Assist Project Manager in reviewing and analyzing received bids for consistency with the Bid and the Construction Documents.

## 5. Construction Phase

During the Construction Phase, the Judicial Council will manage the work of the Contractor with the assistance of the Architect. Generally, the Architect will act as the Judicial Council's designated representative as provided in this section, in responding to questions regarding the design of the Project, and in observing the actual construction of the Project for compliance with the Construction Documents.

The Services that Architect shall provide in the Construction Phase shall consist of the following:

- 5.1. Attend preconstruction meetings with the Contractor and the successful construction trade contractors.
- 5.2. Review the Contractor's construction schedule and schedule of values every time issued, and provide written comments thereon to the Judicial Council.
- 5.3. Conduct pre-submittal reviews jointly with the Contractor for each of the major trade contractors.
- 5.4. Review, respond to, approve, and/or disapprove all requests for information, submittals, shop drawings, or change orders presented by the Contractor, and issue bulletins or directives for the purpose of ensuring compliance with the approved Construction Documents, subject to, without limitation, the following conditions:
  - 5.4.1. Notwithstanding the foregoing, without the Judicial Council's written consent, Architect shall have no authority to approve change orders or changes to any submittal, shop drawing, specification or issue bulletins or directives when such response or issuance will result in a change in the scope, cost, schedule, or quality of the work of the Project.
  - 5.4.2. If a response to a request for information or approval of a submittal, shop drawing, change order, or any Judicial Council request for proposal for changes to the work, will result in a change to the cost of the Project, or a change to the schedule, scope, or quality of the work, Architect shall obtain the Project Manager's written consent prior to any approval or response.
  - 5.4.3. During the course of the Construction Phase, Architect shall return all requests for information, submittals, shop drawings, or directives to the Contractor with a concurrent copy to the Project Manager. Architect shall perform these duties in a timely manner, so as not to adversely impact the Project schedule. **Architect's failure to comply with these requirements shall be considered a material breach of this Agreement.**
  - 5.4.4. Architect shall maintain a written record, available for review by the Judicial Council's Project Manager, of all requests for information (along with a record of Architect's actions with regard to the same), and all submittals, shop drawings, bulletins and/or directives issued by Architect, as well as any other requests for changes to the Project (along with Architect's responses thereto) received from the Contractor ("Submittal Log"). The receipt and acceptance of the Submittal Log is a condition precedent to the Judicial Council's release of Architect's final payment.

- 5.4.5. Interpretation and clarification of the submittals, shop drawings, and changes to other written specifications shall be the responsibility of the Architect.
- 5.5. Architect will make modifications to the Construction Documents or other written specifications for the purpose of supplementing, clarifying, and/or correcting any material inconsistencies, errors and omissions discovered in the Construction Documents or other written specifications without additional compensation. Architect shall perform these duties in a timely manner, so as not to adversely impact the Project schedule. All such documents shall be prepared and provided in the manner as specified elsewhere in this Agreement.
- 5.6. Architect will take an active role in setting the standards of quality expected in the Project, anticipating that such standards will be established via periodic observation of the construction work in progress.
- 5.7. Architect shall provide appropriate staff on site at all times necessary to provide the aforementioned Services. Architect's visits to the job site are necessary to review the progress of the construction and to be able to timely respond to questions, and observe conformance with the design intent. Architect shall bring to the attention of the Judicial Council, in writing, any material changes, defects, or deficiencies in the actual construction of the Project by the Judicial Council's Contractor that the Architect observes or otherwise becomes aware of, and shall assist the Project Manager or Inspector of Record in determining appropriate action towards those changes, defects or deficiencies. Regardless of Architect's responsibilities described herein this section, any and all amendments to the construction contract with the Contractor for the Project shall be made only by the Judicial Council pursuant to the appropriate process provided thereby.
- 5.8. Assist the Judicial Council in determination of the date or dates of completion of the Project. Such assistance shall include development of a list of items to be completed or corrected so that the Project may be occupied and utilized in the manner intended.
- 5.9. Upon notification by the Contractor that the Project is substantially complete, prepare a punch list in a form acceptable to the Judicial Council, of observed items that require correction or completion. Architect shall provide follow up review of punch list items to observe and document completion of all prior noted punch list items.
- 5.10. Following completion of the construction of the Project, and according to the Project schedule, Architect shall prepare and provide the Judicial Council with Record Documents, consisting of modified Construction Documents that incorporate all changes to the Project made during the course of construction, including but not limited to changes to the construction contract with the Contractor for the Project specified in all approved change orders and as-built drawings. Record Documents shall be prepared and provided in the manner specified elsewhere in this Agreement. The receipt and acceptance of the Record Documents is a condition precedent to the Judicial Council's release of Architect's final payment.
- 5.11. Architect will, at the times directed by the Judicial Council, make at least two visits to the Project site after final completion of the Project to assist the Judicial Council in evaluating the need for any corrective measures.
- 5.12. Closeout. As the Construction Phase nears completion, the Architect shall perform the following closeout services for the Judicial Council as required ("Closeout Services"):
- 5.12.1. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch list(s) of items that remain in need of correction or completion.
- 5.12.2. Architect shall collect from the Contractor, review, and forward to the Judicial Council all written warranties, operation manuals, spare parts, lien waivers, and Certificates of Inspection and Occupancy with Architect's recommendation as to the adequacy of these items.

- 5.12.3. Architect shall prepare a set of Record Documents for the Project, as indicated herein.
- 5.12.4. Architect shall review and prepare a package of all warranty and operation and maintenance (“O&M”) documentation.
- 5.12.5. Architect shall organize electronic files, plans and prepare a Project binder to be provided to the Judicial Council.
- 5.12.6. Architect shall prepare or collect, as applicable, and provide to the Judicial Council and all entities with jurisdictional authority over the Project, all reports required by those entities related to the design and construction of the Project.
- 5.12.7. Architect shall coordinate all Services required to closeout the design and construction of the Project with the Judicial Council and between consultants.

## **6. Deliverables**

### **6.1. Electronic Documents Requirements for All Phase Submittals.**

- 6.1.1. Architect shall provide drawings in the most-current Adobe Acrobat .pdf format, Microsoft Word .doc format, AutoCAD .dwg format, and BIM (Revit), as indicated. If creating .dwg files from other than AutoCAD, Architect shall ensure that all graphic elements and typeface are preserved and exactly match the hard copy documents. Architect’s/subconsultant’s stamp may be omitted in .dwg files.
- 6.1.2. Architect shall submit one .dwg CAD file for each submitted hard copy document in an electronic folder along with the file’s unbound XREFs. Architect shall include a directory matrix with the file name, corresponding hard copy drawing name and number, XREF file names and descriptions, and layer names and descriptions. Each submittal shall include all font files, line types, and a table of plotting colors and line weights.
- 6.1.3. Architect shall submit specifications in the most-current version of **Microsoft Word**.
- 6.1.4. Architect shall submit electronic documents on compact discs (CD). Architect shall label each CD with the Architect’s name, address, and telephone number; Judicial Council Project name and Project number; submittal phase; and date of submittal.

## **7. Meetings / Site Visits / Workshops**

- 7.1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops, as generally indicated below as a guideline, but to whatever extent is deemed necessary or requested by the Judicial Council. Architect shall chair, conduct, and take minutes of all meetings Architect attends. Architect shall invite the Judicial Council and/or its Project Manager to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.
  - 7.1.1. The approximate number of meetings below is an estimated requisite to adequately achieve the indicated meeting objective. The exact number of meetings required to accomplish the meeting objectives will be based on the Architectural team’s performance and the needs of the Project as determine by the Judicial Council. Additional meetings or fewer meetings may be held, as necessary, to achieve the meeting objectives, but at no additional compensation to the Architect.
- 7.2. General Meeting, Site Visit and Workshop Requirements
  - 7.2.1. Architect shall always be prepared to answer questions and issues from Judicial Council staff, site staff, potential bidders, and/or contractors, as applicable.

- 7.2.2. Architect shall maintain documentation of all meetings, site visits, or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions, or comments. These shall be furnished to the Judicial Council and/or its representative for inclusion in the overall Project documentation.
  - 7.2.3. As required, Architect shall provide at no additional cost to the Judicial Council copies of all documents or other information needed for each meeting, site visit, and workshop.
  - 7.2.4. Each meeting may last up to half day (four (4) hours) and shall be held at the Judicial Council office or at one of the Project sites, unless otherwise indicated.
- 7.3. Meetings During Project Initiation (2 meeting(s))
- 7.3.1. Within the first week following execution of the Agreement, the Architect shall participate in one Project kick-off meeting (meeting to be held in Judicial Council's San Francisco office) to determine the Project intent, scope, budget and timetable, which shall encompass the following:
    - 7.3.1.1. The Architect, its appropriate consultant(s), and Judicial Council staff, shall attend the meeting.
    - 7.3.1.2. The Project kick-off meeting will introduce key team members from the Judicial Council and the Architect to each other, defining roles and responsibilities relative to the Project.
    - 7.3.1.3. During this meeting, the Architect shall:
      - 7.3.1.3.1. Identify and review pertinent information and/or documentation necessary from the Judicial Council for the completion of the Project.
      - 7.3.1.3.2. Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
      - 7.3.1.3.3. Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
      - 7.3.1.3.4. Review documentation of the Project kick-off meeting prepared by the Judicial Council's representative and comment prior to distribution.
- 7.4. Initial Site Visits (3 meeting(s))
- 7.4.1. Architect shall visit the Project sites to complete a visual inventory and documentation of the existing conditions. The site visits will be one visit per site for a total of 3 meetings.
- 7.5. Meetings During Architectural Program (2 meeting(s))
- 7.5.1. Architect shall conduct one (1) site meeting with the Judicial Council's facilities team to gather information from Judicial Council facilities team and site personnel and to make a visual presentation regarding the Project.
  - 7.5.2. All applicable Building Components/Disciplines and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
  - 7.5.3. Architect will hold a follow up site meeting after completing the programming document to get confirmation from Judicial Council.

7.5.4. All meetings will take place at Judicial Council San Francisco office.

7.6. Meetings During Preliminary Plans / Schematic Design Phase (4 meeting(s))

7.6.1. Within the first two weeks following the start of the Preliminary Plans / Schematic Design Phase, Architect shall conduct one design workshop with the Judicial Council's facilities team and site personnel to complete a basic design framework with computer-aided design equipment (CADD). Architect shall conduct a meeting at least every two (2) weeks during this Phase with itself, all its subconsultants required for that meeting, the Judicial Council, and their designated representatives, until the Judicial Council has indicated its Acceptance with the Architect's Schematic Design. The Judicial Council reserves the right to require attendance of specific subconsultant(s). All meetings/workshops will be held at Judicial Council San Francisco office. This workshop shall include the following:

7.6.1.1. Architect shall designate its team member duties and responsibilities;

7.6.1.2. Architect and Project Manager shall review Judicial Council goals and expectations;

7.6.1.3. Judicial Council staff shall provide input and requirements;

7.6.1.4. Architect and Project Manager shall review Project scope and budget, including the Construction Cost Budget;

7.6.1.5. Prepare and/or revise the scope of work list and general work plan from the Pre-Schematic Phase, for documentation in a computer-generated Project schedule;

7.6.1.6. Establish and agree regarding methods to facilitate the communication and coordination efforts for the Project.

7.6.2. Architect shall conduct approximately four (4) Judicial Council and Architect coordination meetings, throughout the Schematic Design Process. All meetings will be held at Judicial Council San Francisco office.

7.7. Meetings During Preliminary Plans / Design Development Phase (4 total meeting(s))

7.7.1. At the time designated for completion of the Preliminary Plans / Design Development package, Architect shall conduct four meetings with the Judicial Council staff to review the following:

7.7.1.1. Present the Design Development package for review and comment to proceed with preparation of final plans and specification.

7.7.1.2. Architect and Project Manager shall review Project scope and budget, including the Construction Cost Budget.

7.7.1.3. All meetings will take place at Judicial Council San Francisco office.

7.8. Meetings During Working Drawings Phase (2 total meeting(s))

7.8.1. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct meetings with Judicial Council staff and/or Project Manager to revise the Design Development package and receive comments.

7.8.2. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct one meeting, per package or submittal, with Judicial Council staff and/or Project Manager to review the following:

7.8.2.1. Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specification.

7.8.2.2. Architect and Project Manager shall provide further review of Project scope and budget, including the Construction Cost Budget;

7.8.3. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct meetings with Judicial Council staff to review the following:

7.8.3.1. Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.

7.8.3.2. Architect and Project Manager shall provide further review of Project scope and budget, including the Construction Cost Budget.

7.8.4. Meetings for Bidding Services during Working Drawings Phase (2 meeting(s))

7.8.4.1. Attend and take part in two (2) total meetings with all potential bidders, Judicial Council staff, and Contractor.

7.8.4.2. Conduct one kick-off meeting, per site, with the successful bidder, Judicial Council staff, and Contractor to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

7.9. Meetings During Construction Phase

7.9.1. Architect shall visit the Project sites as necessary, and in no case less than once per two week per site, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Construction Documents and to monitor the progress of the construction of the Project. Architect shall further visit the Project and/or be on-site as or whenever requested by the Judicial Council.

7.9.2. Conduct weekly project meetings with Judicial Council staff to review with Judicial Council staff the progress of the work at each site.

7.9.3. Architect shall ensure that consultant(s) visit the sites in conformance with their agreement.

## **8. Changes**

8.1. The Judicial Council may, at any time, by written Amendment, direct changes to the Services described in this Agreement. The Architect may also propose changes to the Services described in this Agreement based upon occurrences that are not the result of the Architect's errors or omissions. If such changes will cause an increase in the cost of or the time required for performance of the agreed upon Services, the change will require a formal written Amendment to this Agreement and a mutually agreed upon equitable adjustment shall be made to either the Contract Amount or in the time of required performance set forth in "Term of the Agreement" in the Agreement Coversheet, or both, as applicable. Notwithstanding any dispute between the Architect and the Judicial Council about whether the Services constitute a change or modification to Architect's Statement of Work, or a dispute relating to the value of the claimed change or modification, Architect agrees to diligently proceed with the Services at the same time that a dispute is addressed pursuant to the direction of the Judicial Council.

8.2. For any change proposed by either the Judicial Council or the Architect, the Architect shall submit in writing: (i) a description of the proposed change and the reasons for the change; (ii) the total contract amount to be paid the Architect with a breakdown of tasks and costs, including any reduction in costs resulting from the change; and (iii) the expected impact on schedule. The Architect shall submit this information, in writing, no later than fifteen (15) days after the Judicial

Council's order or other occurrence that causes the change; Architect's failure to submit a written request within this time period shall constitute a waiver of the Architect's right to seek an adjustment of the Contract Amount or the Term of this Agreement.

- 8.3. If the Judicial Council and the Architect reach agreement on a change, the agreement shall be set forth in an Amendment.

*END OF EXHIBIT*



**EXHIBIT C  
PAYMENT PROVISIONS**

**1. Contract Amount**

- 1.1. The total amount that may be paid under this Agreement shall at all times be set forth on the Agreement Coversheet as the “Contract Amount.”
- 1.2. The Contract Amount to be paid Architect, as specified herein, is a firm, fixed price and constitutes full consideration for all of Architect’s Services provided and expenses incurred, direct or indirect, including, without limitation, all costs for personnel, travel and per diem expenses, offices, printing and shipping of deliverables in the quantities set forth in **Exhibit B**, or any other costs incidental to providing all of the Services. Except as expressly set forth in the Agreement, there shall be no payment for extra costs or expenses.
- 1.3. Compensation by Phase:
- 1.3.1. The Judicial Council shall pay Architect the amounts that have been agreed to as compensation for each Phase of the Services pursuant to the following schedule:

<b>PERCENTAGE AND AMOUNT OF TOTAL FEE PER PHASE FOR SAN FRANCISCO</b>			
	<b>Phase</b>	<b>Percent / Phase</b>	<b>Amount / Phase</b>
X or NIC	Preliminary Plans / Schematic Design Phase	15%	\$ _____
X or NIC	Preliminary Plans / Design Development Phase	20%	\$ _____
X or NIC	Working Drawings Phase (including Bidding Services)	25%	\$ _____
X or NIC	Construction Phase	30%	\$ _____
X or NIC	Construction Phase (Closeout)	10%	\$ _____
	Generate Punch List	2%	\$ _____
	Sign Off on Punch List	2%	\$ _____
	Receive and Review All O&M Documentation	2%	\$ _____
	Receiving All Approvals from Entities with Jurisdictional Approval Authority (e.g., SFM, etc.)	2%	\$ _____
	Completion of All Closeout Services, Including Approval of Final Record Documents and Final LEED Certification if Required	2%	\$ _____
<b>TOTAL</b>		<b>100%</b>	<b>\$ _____</b>

<b>PERCENTAGE AND AMOUNT OF TOTAL FEE PER PHASE FOR SACRAMENTO</b>			
	<b>Phase</b>	<b>Percent / Phase</b>	<b>Amount / Phase</b>
X or NIC	Preliminary Plans / Schematic Design Phase	15%	\$ _____
X or NIC	Preliminary Plans / Design Development Phase	20%	\$ _____
X or NIC	Working Drawings Phase (including Bidding Services)	25%	\$ _____
X or NIC	Construction Phase	30%	\$ _____

X or NIC	Construction Phase (Closeout)		10%	\$ _____
	Generate Punch List	2%		\$ _____
	Sign Off on Punch List	2%		\$ _____
	Receive and Review All O&M Documentation	2%		\$ _____
	Receiving All Approvals from Entities with Jurisdictional Approval Authority (e.g., SFM, etc.)	2%		\$ _____
	Completion of All Closeout Services, Including Approval of Final Record Documents and Final LEED Certification if Required	2%		\$ _____
<b>TOTAL</b>			<b>100%</b>	<b>\$ _____</b>

<b>PERCENTAGE AND AMOUNT OF TOTAL FEE PER PHASE FOR LOS ANGELES</b>				
	<b>Phase</b>		<b>Percent / Phase</b>	<b>Amount / Phase</b>
X or NIC	Preliminary Plans / Schematic Design Phase		15%	\$ _____
X or NIC	Preliminary Plans / Design Development Phase		20%	\$ _____
X or NIC	Working Drawings Phase (including Bidding Services)		25%	\$ _____
X or NIC	Construction Phase		30%	\$ _____
X or NIC	Construction Phase (Closeout)		10%	\$ _____
	Generate Punch List	2%		\$ _____
	Sign Off on Punch List	2%		\$ _____
	Receive and Review All O&M Documentation	2%		\$ _____
	Receiving All Approvals from Entities with Jurisdictional Approval Authority (e.g., SFM, etc.)	2%		\$ _____
	Completion of All Closeout Services, Including Approval of Final Record Documents and Final LEED Certification if Required	2%		\$ _____
<b>TOTAL</b>			<b>100%</b>	<b>\$ _____</b>

1.3.2. The Phases of the Services authorized to date under this Agreement are indicated on the most recently executed Agreement Coversheet.

1.3.3. Adjustments for Delay:

1.3.3.1. Initial Delay. If the start date for any Phase is delayed for more than one (1) year past the estimated start date through no fault of the Architect, then the total compensation for that Phase may be increased so long as such increase does not exceed the percentage difference between (i) the most recently reported Consumer Price Index (“CPI”) (as defined below) as of the first date the Phase is delayed, as indicated in the associated Stop Services Order therefor, and (ii) the most recently reported CPI as of the actual start date the Phase in question commences; provided, however, that in no event shall the amount of any increase exceed five percent (5%) per year.

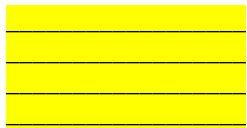
1.3.3.2. Subsequent Delays. In the event any subsequent Phases are impacted by the same delay, the total compensation for those Phases may be increased so long as such increase does not exceed the percentage difference between (i) the most recently

reported CPI as of the date the Phase was anticipated to commence as if no delay had occurred, and (ii) the most recently reported CPI as of the actual start date of that Phase commences; provided, however, that in no event shall the amount of any increase exceed five percent (5%) per year.

1.3.3.3. Consumer Price Index. "CPI" means the unadjusted U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers, All Items (1982-1984=100) published by the Bureau of Labor Statistics.

**2. Method of Payment**

- 2.1. The Architect shall submit one (1) original and two (2) copies of each invoice for the Services no more frequently than once monthly, in arrears. After receipt of the invoice, the Judicial Council will either approve the invoice for payment or give the Architect specific written reasons why part or all of the payment is being withheld and what remedial actions the Architect must take to receive the withheld amount.
- 2.2. The Judicial Council will make payment after receipt of the Architect's properly completed invoice. Invoices shall clearly indicate:
  - 2.2.1. The contract number;
  - 2.2.2. A unique sequential invoice number;
  - 2.2.3. The Architect's name and address;
  - 2.2.4. Taxpayer identification number;
  - 2.2.5. Description of the completed Services, including percentage complete of each Phase, and retention;
  - 2.2.6. Compensation previously invoiced by Phase; and
  - 2.2.7. Preferred remittance address, if different from the mailing address.
- 2.3. Invoices furnished by the Architect under this Agreement must be in a form acceptable to the Judicial Council and must be submitted for approval to the Judicial Council's designated Project Manager.



- 2.3.1. An authorized representative of the Architect shall sign each invoice.
- 2.3.2. The Judicial Council will endeavor to pay invoices within thirty (30) days after receipt of a correct, itemized invoice. In no event shall the Judicial Council be liable for interest or late charges for any late payments. Payment shall be made by the Judicial Council to the Architect at the remit to address specified on the face of Architect's invoice.
- 2.3.3. The Judicial Council may withhold full or partial payment to the Architect in any instance in which the Architect has failed or refused to satisfy any material obligation provided for under this Agreement.
- 2.3.4. Retention. Upon receipt and approval of Architect's invoices, the Judicial Council agrees to make payment as follows:

2.3.4.1. For Preliminary Plans / Schematic Design Phase.

Monthly payment for the percentage of work completed less ten percent (10%) retention; the final ten percent (10%) will be paid within forty-five (45) days of receipt of a correct, itemized invoice for the retention submitted after the Judicial Council's Acceptance and approval of the for Preliminary Plans / Schematic Design Phase.

2.3.4.2. For Preliminary Plans / Design Development Phase.

Monthly payment for the percentage of work completed less ten percent (10%) retention; the final ten percent (10%) will be paid within forty-five (45) days of receipt of a correct, itemized invoice for the retention submitted after the Judicial Council's Acceptance and approval of the for Preliminary Plans / Design Development Phase.

2.3.4.3. For Working Drawings Phase.

Monthly payment for the percentage of work completed less ten percent (10%) retention. The final ten percent (10%) will be paid within forty-five (45) days of receipt of a correct, itemized invoice for the retention submitted after the Judicial Council's Acceptance and approval of the Working Drawings Phase.

2.3.4.4. For Construction Phase.

2.3.4.4.1. Monthly payment for the percentage of work completed less ten percent (10%) retention. The final ten percent (10%) will be paid within forty-five (45) days of receipt of a correct, itemized invoice for the retention submitted after the Judicial Council's Acceptance and approval of the Construction Phase, including the receipt and approval of the Record Documents and Submittal Log.

2.3.4.4.2. At any time after the Project is fifty percent (50%) complete and if satisfactory progress is being made, upon the approval at the sole discretion of the Director of the Judicial Council's Capital Program, the Judicial Council may (i) reduce the retention to as low as five percent (5%) with respect to any remaining progress payments, and/or (ii) allow the Architect to submit an invoice for the release of up to one-half of the amount of previously retained retention as long as a minimum of five percent (5%) of retention is still maintained. In no event shall the Judicial Council be obligated to the early release or reduction of retention pursuant to this section.

2.3.4.5. For Extra Services.

Unless otherwise stipulated in an approved Amendment, no retention will be withheld for Extra Services.

**2.4. Disallowance**

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

**2.5. Format and Content of Invoices**

**2.5.1.** Architect acknowledges that the Judicial Council requires Architect's invoices for Basic Services must include explanations of the Services performed.

- 2.5.2.** For invoices for Extra Services, a more detailed explanation, with specificity, is required including, without limitation, details with respect to tasks performed and time spent thereon.

*END OF EXHIBIT*

**EXHIBIT D**  
**CRITERIA AND HOURLY RATES FOR EXTRA SERVICES**

**1. Extra Services**

- 1.1. Architect shall perform the following Extra Services, only when authorized by a written Amendment to this Agreement. The cost for each Extra Service shall be determined before, and no work related to any Extra Service shall be performed until, an Amendment is made to this Agreement. In no event shall Judicial Council be responsible for compensating Architect in excess of the Contract Amount, unless there is a written Amendment executed by the Judicial Council that specifically increases the Contract Amount.
- 1.1.1. Revisions to Accepted Construction Documents or Design Development documents to accommodate Judicial Council's discretionary changes (excluding corrections of inconsistencies, errors, or omissions by Architect or revisions due to Project costs exceeding the approved Construction Cost Budget) when so directed by the Judicial Council.
- 1.1.2. Preparation of drawings or change orders as required due to those actions of the Judicial Council that are beyond the scope of the Architect's responsibilities.
- 1.1.3. Preparation of measured drawings of existing structures except as required for the design Services.
- 1.1.4. Services necessary to supervise correction of defects or damage to the Project (excluding corrections arising from inconsistencies, errors, or omissions of Architect).
- 1.1.5. Services necessitated by the delinquency or insolvency of the Contractor during or after the guarantee period.
- 1.1.6. Joining with and assisting the Judicial Council in defending any claim or action related to or arising out of the Architect's design (not attributable to inconsistencies, errors, or omissions on the part of the Architect) of the Project.
- 1.1.7. Additional rendering and/or models as may be deemed necessary by the Judicial Council beyond those included in the Services specified under this Agreement.
- 1.2. The hourly rates which include direct costs, indirect costs, overhead, administrative costs, and profit, to be utilized in arriving at a negotiated fee for Extra Services, are set forth herein. Payment for Extra Services will be either on a time and materials basis or a firm fixed price, as determined by the Judicial Council. For projects that extend over multiple fiscal years the Judicial Council may consider, in its sole discretion, increases to hourly rates, for Extra Services.

TITLE	HOURLY BILLING RATE
1. Managing Principal	\$@
2. Principal/Director	\$@
3. Associate/Sr. Project Manager	\$@
4. Project Manager / Sr. Project Designer / Sr. Engineer	\$@
5. Project Architect / Sr. Interior Designer / Project Engineer	\$@
6. Specifications Writer / Estimating	\$@
7. Project Designer / Interior Designer / Architect / Engineer	\$@
8. Job Captain / Designer	\$@
9. Jr. Designer II / Technical Support / CADD Drafter	\$@
10. Jr. Designer / Administrative Support	\$@

*END OF EXHIBIT*

**EXHIBIT E**  
**SUBCONSULTANTS TO ARCHITECT**

Name	Address	Area of Specialization
		Mechanical
		Electrical
		Structural
		Civil
		Fire Protection
		Low Voltage
		Lighting
		Data
		Audio-Visual
		Electronics
		Telephone / Telecommunications
		Acoustical
		Landscape
		Security and Detention
		Food Service
		_____ [Other]
		_____ [Other]
		_____ [Other]
		_____ [Other]
		_____ [Other]

*END OF EXHIBIT*

**EXHIBIT F**  
**ARCHITECT'S KEY PERSONNEL**

<b>Name</b>	<b>Title</b>	<b>Role</b>

*END OF EXHIBIT*



**EXHIBIT G**  
**DESCRIPTION OF PROJECT AND SCHEDULE OF WORK**

1. Description of Project

1.1. The need to enhance the AV/Video systems in Supreme and Appellate Court Courtrooms was generated by the new initiative, announced by the Chief Justice during her 2016 State of the State Judiciary, to provide live public access to Supreme Court oral argument through the use of video streaming technology. Providing access to justice is a primary goal of the Judicial Branch and this work is considered an important element of that work for the appellate courts. Provide design services for new and modified AV equipment and required controls for video streaming from the three Supreme Court locations (San Francisco, Sacramento and Los Angeles) and Two Appellate Courts (1st District and 3rd District). Video streaming is to be available to public via live internet access. All work will be done in accordance with Courtroom AV and Streaming Video standards. It is expected that the work will include increasing the size of the control room and addition of new AV equipment and systems. The scope of the work will include all Architectural, Fire Life Safety, Accessibility, Mechanical, Electrical, AV system design and Cost Estimating.

2. Schedule of Work:

2.1. Promptly after the execution of this Agreement, the Architect shall prepare and submit for approval to the Judicial Council a schedule of work showing the order in which Architect proposes to carry out Architect's work ("Schedule of Work"). The Schedule of Work shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Work shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Work on a monthly basis and deliver two (2) copies to the Judicial Council along with the monthly billing.

2.2. Architect shall complete all work and Services required per the Schedule of Work after written authorization from the Judicial Council to proceed.

2.3. The durations stated in the Schedule of Work shall include the review periods required by the Judicial Council and all other regulatory agencies.

2.4. All times to complete tasks set forth in this Exhibit are of the essence, as per the Agreement. If delays in the Schedule of Work are imposed by the Judicial Council's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Work if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, such extensions shall be authorized in writing by the Judicial Council.

2.5. Preliminary Plans / Schematic Design Phase:

2.5.1. Estimated start date: May 25, 2017

2.5.2. Estimated completion date: July 30, 2017

2.6. Preliminary Plans / Design Development Phase:

2.6.1. Estimated start date: July 31, 2017

2.6.2. Estimated completion date: August 30, 2017

2.7. Working Drawings Phase:

- 2.7.1. Estimated start date: August 31, 2017
- 2.7.2. Estimated completion date of 50% Construction Documents: September 30, 2017
- 2.7.3. Estimated completion date of 100% Construction Documents: November 30, 2017
- 2.7.4. Permitting completion date: January 31, 2018

2.8. Construction Phase:

- 2.8.1. Estimated start date of Construction: April 1, 2018
- 2.8.2. Estimated completion date of Construction: August 30, 2018

*END OF EXHIBIT*

**EXHIBIT H**  
**DVBE PARTICIPATION FORM**

Firm Name: \_\_\_\_\_  
RFQ Project Title: \_\_\_\_\_  
RFQ Number: \_\_\_\_\_

This Project has a DVBE participation goal of three percent (3%) (“DVBE Participation Goal”). The Architect must document its DVBE compliance with the DVBE Project Goal by completing the DVBE Participation Form.

*Complete Parts A & B*

*“Contractor’s Tier” is referred to several times below; use the following definitions for tier:*

- 0 = Prime or Joint Contractor;
  - 1 = Prime subcontractor/supplier;
  - 2 = Subcontractor/supplier of level 1 subcontractor/supplier
-

**DVBE PARTICIPATION FORM - PART A – COMPLIANCE WITH DVBE**

**FIRM**

Company Name: \_\_\_\_\_

Nature of Work: \_\_\_\_\_ Tier: \_\_\_\_\_

Claimed Value: DVBE \$ \_\_\_\_\_  
 Percentage of Total Contract Amount: DVBE \_\_\_\_\_%

***SUBCONSULTANTS/SUB-SUBCONSULTANTS/PROPOSERS/SUPPLIERS***

1. Company Name: \_\_\_\_\_  
 Nature of Work: \_\_\_\_\_ Tier: \_\_\_\_\_  
 Claimed Value: DVBE \$ \_\_\_\_\_

Percentage of Total Contract Amount: DVBE \_\_\_\_\_%

2. Company Name: \_\_\_\_\_  
 Nature of Work: \_\_\_\_\_ Tier: \_\_\_\_\_  
 Claimed Value: DVBE \$ \_\_\_\_\_

Percentage of Total Contract Amount DVBE \_\_\_\_\_%

3. Company Name: \_\_\_\_\_  
 Nature of Work: \_\_\_\_\_ Tier: \_\_\_\_\_  
 Claimed Value: DVBE \$ \_\_\_\_\_

Percentage of Total Contract Amount DVBE \_\_\_\_\_%

GRAND TOTAL: DVBE \_\_\_\_\_%

I hereby certify that the Contract Price, as defined herein, is the amount of \$ \_\_\_\_\_. I understand that the Contract Price is the total dollar figure against which the DVBE participation requirements will be evaluated.

<b><i>Name of Firm</i></b>	
<b><i>Signature of Person Signing for Firm</i></b>	
<b><i>Name (printed) of Person Signing for Firm</i></b>	
<b><i>Title of Above-Named Person</i></b>	
<b><i>Date</i></b>	

**DVBE PARTICIPATION FORM - PART B – CERTIFICATION**

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a Disabled Veterans Business Enterprise complies with the relevant definition set forth in California Code of Regulations, Title 2, section 1896.61, and Military and Veterans Code, section 999.

IT IS MANDATORY THAT THE FOLLOWING BE COMPLETED ENTIRELY; FAILURE TO DO SO WILL RESULT IN IMMEDIATE REJECTION.

<i>Name of Firm:</i>	
<i>Signature of Person Signing for Firm</i>	
<i>Name (printed) of Person Signing for Firm</i>	
<i>Title of Above-Named Person</i>	
<i>Date</i>	

**End of DVBE Participation Form**

*END OF AGREEMENT*