

STANDARD AGREEMENT —
STD. 2 (REV.5-91)

**APPROVED BY THE
ATTORNEY GENERAL**

Contract Number	Amendment Number
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into as of the ____ day of _____, 20__ ("Effective Date"), in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Business Services Manager	ENTITY Judicial Council of California, Administrative Office of the Courts 455 Golden Gate Ave. San Francisco, CA 94102	, hereafter called the AOC, and
CONTRACTOR'S NAME		, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the AOC hereinafter expressed, does agree to furnish to the AOC services and materials as follows:

Incorporated into this Agreement herewith, and attached hereto, are the following Contract Documents: (1) Exhibit A, Scope of Work; (2) Exhibit B, Payment Provisions; (3) Exhibit C, General Terms and Conditions; (4) Exhibit D, Hourly Rates for Extra Services; (5) Exhibit E, Subcontractors to Contractor; (6) Exhibit F, Contractor's Key and Qualified Personnel; and (7) Exhibit G, Project Program.

As set forth further in Exhibit A, Scope of Work, the Contractor shall provide architectural and engineering services for _____ in _____ County, California.

As set forth further in Exhibit B, Payment Provisions, the Contract Amount shall be the firm fixed price of \$ _____.

The initial term of this Agreement commences on _____, and expires on _____ ("Term").

Sample

IN WITNESS WHEREOF, this Agreement has been entered into by the parties hereto, effective upon the Effective Date.

STATE OF CALIFORNIA			CONTRACTOR		
ENTITY Judicial Council of California, Administrative Office of the Courts			CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.)		
BY (AUTHORIZED SIGNATURE) ▷			BY (AUTHORIZED SIGNATURE) ▷		
PRINTED NAME OF PERSON SIGNING Grant Walker			PRINTED NAME AND TITLE OF PERSON SIGNING		
TITLE Business Services Manager			ADDRESS Attn:		
AMOUNT ENCUMBERED BY THIS DOCUMENT \$	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE		<i>Department of General Services Use Only</i>
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$0.00	(OPTIONAL USE)				
TOTAL AMOUNT ENCUMBERED TO DATE \$	ITEM	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE)					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER ▷			DATE		

EXEMPT FROM DEPARTMENT OF GENERAL SERVICE APPROVAL.

- CONTRACTOR
 STATE AGENCY
 DEPT. OF GEN. SER.
 CONTROLLER

Exhibit A

SCOPE OF WORK

A.1. Project Description

Contractor shall provide architectural and engineering, and other related professional services customarily performed by architects and engineers (“Services”), in connection with a public works project respecting judicial branch facilities located in _____, California, all as more particularly described in Exhibit G (the “Project”).

A.2. Definitions

For purposes of this Agreement, the following definitions apply:

- a. **ACCEPTANCE:** is the written acceptance issued by the AOC after the Contractor has completed a deliverable, submittal, phase, or other contract requirement, in compliance with this Agreement.
- b. **CONSTRUCTION DOCUMENTS:** are working drawings and specifications, and such standard documents as may be furnished by the AOC, that set forth in detail all the requirements for construction of the entire Project.
- c. **CONSTRUCTION PHASE:** is the entire construction period for the Project and encompasses pre-construction-start meetings and ends with Final Acceptance by the AOC of all punch list items, including, without limitation, inspections, shop drawing and submittal reviews, site reviews, written clarification of Construction Documents, preparation of change orders at the direction of the AOC, processing of as-built drawings, inspections and issuance of the certificate of occupancy.
- d. **CONSTRUCTION BUDGET:** is the budget amount established by the AOC that represents the maximum authorized cost for construction of the Project. The Construction Budget does not include fees for professional architectural and engineering services, inspection, testing services, modular furniture, or AOC contingency.
- e. **ENERGY EFFICIENCY MEASURES:** are an element of the design that minimizes energy consumption, integrates passive and active design elements, while meeting the operational needs of the facility.
- f. **FINAL ACCEPTANCE:** is the written Acceptance issued by the AOC, by and through its Project Manager, that accepts as final and complete the requirements of the Construction Documents, in accordance with this Agreement.
- g. **FLOOR AREA:** is a measurement of the design using methods and definitions set forth in the latest edition of the Building Owners and Managers Association standards for

State of California Standard Agreement
Contract No. _____ with _____

Measuring Floor Areas in Buildings, or such other standards as may be adopted by the AOC.

h. **NIC (NOT AUTHORIZED IN CONTRACT):** shall include the Services that are specifically so designated in this Agreement. Such Services are within the intended scope of this Agreement for the completion of the Project. However, such Services are not presently authorized under this Agreement, as the AOC has not secured funding for the Services. At the AOC's option, the Contractor shall provide the Services or any portion thereof, designated currently by "NIC," and the Contract Amount will be increased as set forth in Exhibit B. Contractor shall then perform the scope of Services as authorized upon the AOC's exercise of its option.

i. **PRELIMINARY PLAN PHASE:** is the initial design phase in preparing the Construction Documents, typically developed in two distinct steps: schematic design and design development.

j. **PRE-SCHEMATIC / ACQUISITIONS PHASE:** is a pre-design phase in preparation for schematic design that typically includes site capacity studies, topographic survey, program confirmation and security risk assessment.

k. **RECORD DOCUMENTS:** are those documents showing the Project as it was constructed. Record Documents include any changes or clarifications to the Construction Documents resulting from the construction process.

l. **STOP SERVICES ORDER:** is a written notice, delivered in accordance with this Agreement, by which the AOC may require the Contractor 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 in section C.13 of Exhibit C.

m. **SUSTAINABLE BUILDING MEASURES:** are elements of the design that result in minimizing pollution, resource waste, and environmental impacts associated with facility construction operation, and if applicable, demolition.

n. **WORKING DRAWINGS PHASE:** is a phase that includes 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. These Construction Documents will be used for estimating the cost of the Project, securing bids for construction, and constructing the Project.

A.3. Construction Budget

a. The Contractor represents and warrants that, as of the time the finished Construction Documents are delivered to the AOC, the Construction Documents will be sufficient to permit the AOC (i) to undertake a procurement for construction services using its standard, competitive, sealed bid procedures for the construction work, and (ii) to engage a contractor to construct the Project for a price that does not exceed the Construction Budget that is

set forth below. If the lowest competitive responsive bid by a responsible bidder exceeds the Construction Budget, the AOC may elect to abandon the project, reduce the scope of work to fit within the Construction Budget, or provide additional funds as required to construct the full scope of work. If the lowest competitive responsive bid by a responsible bidder for the construction contract exceeds the Construction Budget by more than 10%, the Contractor shall perform without charge, at the AOC's request, any redesign, value engineering, or other work necessary or appropriate to enable the AOC to rebid the construction contract and/or to permit award of the construction contract within the funding limitation.

b. The Construction Budget established by the AOC is: \$_____ at the start of construction established to be _____, 20__.

A.4. Schedule Of Work

The Contractor agrees to perform the Services strictly according to the following schedule:

- a. Pre-Schematic / Acquisitions Phase [Optional: (NIC)].
 - (i) Architectural site studies: _____ (__) weeks after AOC's issuance of the Notice to Proceed with Architectural site studies.
 - (ii) Pre-schematics: _____ (__) weeks after AOC's issuance of the Notice to Proceed with Pre-schematics.

- b. Preliminary Plan Phase [Optional: (NIC)].
 - (i) 100% Schematic Design: _____ (__) weeks after the AOC's issuance of the Notice to Proceed with the Schematic Design.
 - (ii) 95% Design Development: _____ (__) weeks after the AOC's issuance of the Notice to Proceed with the Design Development.
 - (iii) 100% Preliminary Plan Submittal: _____ (__) weeks after receipt of the AOC's comments on the 95% Design Development package.

- c. Working Drawings Phase [Optional: (NIC)].
 - (i) 50% Construction Documents: _____ (__) weeks after the AOC's issuance of the Notice to Proceed based on approval of preliminary plans at the AOC Public Works Board and transfer of funds.
 - (ii) 90% Construction Documents: _____ (__) weeks after receipt of the AOC's comments on the 50% package.
 - (iii) 100% Construction Documents: _____ (__) weeks after receipt of the AOC's comments on 90% package.

- (iv) Final Bid Documents: _____ (__) weeks after receipt of the AOC's comments on the 100% Construction Documents submittal.

- d. Construction Phase [Optional: (NIC)].
 - (i) To start immediately upon the AOC's written Notice to Proceed. Bidding Phase Services are estimated to have a duration of ten (10) weeks. Construction Phase Services are estimated to have a duration of _____ (__) months, exclusive of required Services during the guarantee period specified in the construction contract.

A.5. Basic Services

a. General

Contractor agrees to provide all Services set forth in this section A.5 and such other necessary and incidental services as are necessary to provide design and construction support for the Project. Contractor shall be responsible for the performance of all Basic Services, regardless of whether their actual costs exceed the Contract Amount. The Basic Services shall be performed in phases, as described in sections A.5.b through A.5.e of this exhibit, with Contractor commencing each succeeding phase only upon receipt of a Notice to Proceed given by the AOC. Contractor agrees to:

- (i) Contract for or employ at Contractor's expense, a sufficient number of specialists and other workers with requisite skills and experience as appropriate for the successful completion of this Project, including, without limitation, architects; landscape architects; mechanical, electrical, structural, geotechnical, civil, and acoustical engineers; land surveyors; cost estimators; lighting designers; security consultants; telecommunications and audio-visual specialists; and signage consultants.

- (ii) Engage to perform Services required to be performed by persons and entities licensed by the State of California (the "State"), only subcontractors and employees who possess the applicable licenses, which must remain in good standing in the State during the performance of the Services.

- (iii) Restrict subcontracting to those subcontractors to whom the AOC approves in writing pursuant to section C.9 of Exhibit C and who agree in writing to be bound by the terms and conditions applicable to the Services of the Contractor under this Agreement.

- (iv) Conduct Project status meetings with the AOC, other professionals and

State of California Standard Agreement
Contract No. _____ with _____

consultants under contract with the AOC, and/or State or local agencies as needed and directed by the AOC during the course of the design and construction of the Project. After each Project meeting, prepare, organize, and distribute in a timely manner, meeting notes and lists of action items for review, comment, and use.

- (v) Cooperate with other professionals the AOC may employ for work related to the Project.
- (vi) 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 AOC or agency review and approval milestone dates. The schedule shall be a Gantt chart format prepared in Microsoft Project. The Contractor is not responsible to provide a schedule of Bidding or Construction Phase activities.
- (vii) Use computer Autocad and Microsoft software programs for the preparation of Project documentation as agreed upon with the AOC at the commencement of the Services.
- (viii) Provide estimated construction cost breakdowns of the Project at indicated intervals consistent with the stage of development of the Contractor's drawings and specifications. Cost estimates shall be in a form based on Unifomat standards. The cost estimate at the 100% Construction Documents phase shall also include a general summary in a form based on Construction Specification Institute Master format.
- (ix) Conduct milestone review meetings with the AOC and Project team immediately before commencing each Project phase listed in section A.4 of this exhibit. At the milestone review meetings, the AOC 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.
- (x) Field check existing conditions as necessary or appropriate. All field checks of existing conditions must be documented, to the best of the Contractor's knowledge, in the Construction Documents with an identified plan of action.
- (xi) Abide by all regulations imposed by funding sources, and comply with all requirements of such regulations, including auditing requirements and payroll affidavits.
- (xii) Consult with the AOC if the AOC or the Contractor becomes aware of any construction deficiency that develops prior to expiration of the guarantee period specified in the construction contract for the Project, regardless of

State of California Standard Agreement
Contract No. _____ with _____

whether the deficiency became apparent before or after Final Acceptance of the work by the AOC, and suggest satisfactory methods for correction of such deficiencies.

- (xiii) Use prototypical designs or other design drawings, specifications or calculations provided by the AOC when requested by the AOC to do so. Unless otherwise directed in writing, Contractor shall recheck such designs and any other design data, drawings, specifications and calculations provided by the AOC and shall be responsible therefor to the same extent as if such material had been provided by Contractor under this Agreement.
- (xiv) Contractor's Construction Documents shall, at a minimum, reflect compliance with all applicable State and Federal statutes, regulations, rules, guidelines, and requirements, including, but not limited to, the Americans with Disabilities Act Accessibility Guidelines ("ADAAG") and California Code of Regulations, Title 24 (Building Standards).
- (xv) Obtain construction-related approvals, including, but not limited to, written approvals by the State Fire Marshal and the Division of the State Architect ("DSA") Access Compliance Unit.
- (xvi) Provide to the AOC, a written description of Contractor's quality assurance program ("QA Program"). The Quality Assurance Program shall be designed to advance the goal of achieving a quality Project, within schedule and budget, in compliance with the terms of this Agreement. Contractor shall submit the QA Program to the AOC within 20 days of execution of this Agreement. At a minimum, the QA Program shall meet the following requirements:
 - 1. The QA Program shall cover all activities affecting quality performed by Contractor and Contractor's subcontractors.
 - 2. Contractor shall provide the AOC access to its records documenting implementation of the QA Program ("QA Records"). Contractor shall retain and maintain identifiable, legible, and retrievable QA Records for the duration of the Project. Contractor shall submit QA records to the AOC upon the completion of each phase of the work.
 - 3. 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:
 - (a) Assuring the completeness of the drawings and

State of California Standard Agreement
Contract No. _____ with _____

specifications;

- (b) Assuring a high level of construction quality; and
- (c) Avoiding change orders to construction contracts, which are caused by conflicts, ambiguities, inaccuracies, and deficiencies in the construction drawings and specifications.

4. Identify the specific methodology that will be used to cross-check drawings of the various disciplines for completeness and accuracy at each submittal stage.

(xvii) Without additional compensation, correct or revise any inconsistencies, errors or omissions in its Construction Documents, including those drawings and specifications prepared by Contractor's consultants.

(xviii) Conduct Project status meetings in _____ or San Francisco, as directed by the AOC.

b. Pre-Schematic/Acquisitions Phase [Optional: (NIC)].

Basic Services in the Pre-Schematic/Acquisitions Phase consist of the following, and ancillary services that are necessary and appropriate:

- (i) The Contractor shall assist the AOC in the evaluation of potential sites by preparing sketch plan examinations to determine if the building program, parking, and required set-backs can be reasonably accommodated on up to three (3) potential sites.
- (ii) The Contractor shall conduct Project specific risk assessment analysis to determine the anticipated threats, the likely vulnerability of the Project to those credible threats and potential consequences to court operations and the AOC's asset value. The analysis methods shall be consistent with the federal GSA Threat Assessment and Risk Analysis guidelines.
- (iii) After a single site has been selected by the AOC, the Contractor shall provide a land survey including but not limited to, topographical, title exceptions, and utilities features or locations.
- (iv) The Contractor shall provide a preliminary geotechnical investigation and report on the selected site.

c. Preliminary Plan Phase [Optional: (NIC)].

The Preliminary Plan Phase includes Schematic Design and Design Development as specified below.

(i) Schematic Design.

Upon written authorization by AOC to proceed with the Schematic Design, Contractor shall perform the following Basic Services:

1. The Contractor shall assist the AOC in confirming the programming requirements based on discussions with the client representatives from the _____ Court and the AOC.
2. The Contractor shall provide assistance for the CEQA process to be performed by the State or the AOC, such as surveying of the Project site as necessary to provide a legal description, plotting title exceptions, attending public meetings to describe and clarify proposed design, and responding to public comments on design related issues.
3. Energy Efficiency Measures and Sustainable Building Measures shall be included in the design whenever possible and economically feasible. The Contractor shall make recommendations to the AOC for cost and feasibility of implementation of Energy Efficiency Measures and Sustainability Measures, within the approved design.
4. Prepare for AOC's review: Schematic Design studies incorporating the program 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 all applicable energy regulations. Schematic Design studies shall be revised until a design concept has been accepted and approved by the AOC.
5. Prepare for AOC's review: (a) outline specifications indicating architectural, structural, civil, mechanical, electrical, and other systems and materials proposed; (b) mounted presentation drawings and perspectives of the Project and other graphic material necessary to convey the concept of the architectural design; (c) a detailed room-by-room tabulation of all net assignable Floor Areas, and a summary of the gross Floor Area; and (d) security design program statement.

State of California Standard Agreement
Contract No. _____ with _____

6. Prepare for AOC's review an estimate of probable construction cost of the Project.
7. Provide copies of all deliverables as specified herein for AOC to review and retain a record copy. AOC will, as appropriate, notify Contractor of its Acceptance of the deliverables.

(ii) Design Development.

Upon written authorization by AOC to proceed with the Design Development, Contractor shall perform the following as Basic Services:

1. Prepare from the Schematic Design documents accepted and approved by the AOC, Design Development documents consisting of: (a) site plans, architectural, structural, mechanical, and electrical floor plans, elevations; cross-sections and other drawings necessary to fix and describe the size and character of all components of the Project; (b) outline specifications establishing the size, character, and quality of the entire Project in its essentials as to kinds and locations of materials: type of structural, mechanical, electrical and other systems; (c) a tabulation of both the net assignable and gross Floor Areas; and (d) a comparison to the initial program area requirements.
2. Provide an analysis setting forth how energy efficient and sustainable building materials are included in the design of the Project where possible and economically feasible.
3. Provide a code analysis indicating how the design of the Project complies with applicable building codes, including California Title 24.
4. Provide graphic information demonstrating that the design is compatible with local architectural standards and submit complimentary copies of such design to the local review boards for their comments.
5. Provide security consulting and analysis for the Project, including plans, cost estimates, and design elements necessary to comply with any security-related rules, standards, guidelines, or policies adopted by the Judicial Council pursuant to Rule 6.170 of the California Rules of Court.
6. Prepare for the AOC's review a detailed construction estimate showing a breakdown for each major area of construction work.

State of California Standard Agreement
Contract No. _____ with _____

7. Prepare for the AOC's review a written description of the design criteria for all Project components including but not limited to, structural, mechanical, electrical, telecommunications, security, lighting, acoustical and audio visual systems.
8. Provide copies of all deliverables as specified herein for AOC to review and retain a record copy. AOC will, as appropriate, notify Contractor of its Acceptance of the deliverables.

d. Working Drawings Phase [Optional: (NIC)].

(i) Construction Documents.

Upon written authorization from the AOC to proceed with the Construction Documents, Contractor shall perform the following as Basic Services:

1. Prepare from Design Development documents accepted and approved by the AOC, Construction Documents consisting of working drawings and specifications, and such standard documents as may be furnished by the AOC, that set forth in detail all the requirements for construction of the entire Project. The Construction Documents shall endeavor to promote economy in construction, maintenance and operation and to comply with design criteria and cost limitations.
2. Contractor shall furnish to the AOC for review all its work at the 50 percent, 90 percent and 100 percent stages of completion. Contractor shall provide copies of the deliverables for the AOC to review as specified in section A.5.f of this exhibit. Contractor shall retain record copies of said deliverables. The AOC will review deliverables and notify Contractor of Acceptance or request modifications. Upon completion of review by the AOC, Contractor shall make all changes and corrections necessary to meet the requirements of the program scope and budget for the Project, at no additional cost to the AOC. Contractor shall respond to each review comment at each stage of completion, indicating the resolution of each item.
3. Obtain stamped approval by the State Fire Marshal and DSA Access Compliance Unit on all drawings/documents as required.
4. Provide design phase scheduling information in the format agreed upon with the AOC at the commencement of Services, for inclusion into the master schedule prepared and updated by the AOC's selected Construction Manager.

State of California Standard Agreement
Contract No. _____ with _____

5. Respond to and/or make corrections to the deliverables as a result of a constructability review performed by the AOC's selected Construction Management firm.
6. Prepare a construction cost estimate at the 50 percent and 100 percent completion stages.
7. Prepare Construction Documents in full compliance with all applicable building codes, ordinances, and other regulatory authorities.
8. Upon written Acceptance by the AOC of the 100 percent complete Construction Documents, Contractor shall provide to the AOC completed drawings and specifications on reproducible masters and 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 AOC.
9. The completed Construction Documents are to be delivered to AOC and shall consist of the following:
 - (a) Drawings - Original drawings plotted on reproducible paper.
 - (b) Specifications - Printed copy for all work applicable to the Project; in format complying with the current edition of the Construction Specifications Institute's "MasterFormat"; as directed by the AOC and in accordance with the following:
 - (1) Division 1 - General Requirements shall be prepared in accordance with the AOC's requirements; as determined for each Project.
 - (2) Supplemental information shall be provided to complete the Project Manual, AOC-prepared Bidding Requirements, and Conditions of the Contract.
 - (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 AOC's Policies and Procedures for Procurement of Goods

and Services.

- (c) Construction cost estimate - will be prepared on the basis of a quantity survey showing materials, labor, subcontract costs and contractor's overhead, profit and bonds.
 - (d) Electronic Data
 - (1) Electronic files of all documents prepared under this Agreement, including but not limited to, table of contents to the files; CAD drawings; door, window, finish, and equipment schedules; and specifications.
 - (2) Electronic files shall be placed on compact disks (CD), with each disk clearly labeled to indicate its contents.
 - (3) The Contractor shall include an explanation of CAD drawing structure including but not limited to layer naming conventions, and layer references standards.
10. If during development of the Construction Documents for the Project, it becomes evident that the construction cost will exceed the Construction Budget established by the AOC, the Contractor will immediately notify the AOC in writing. All work shall cease and be held in abeyance until funding differences, scope and/or criteria are resolved and such changes as may be required are executed.

(ii) Bidding Phase.

Bidding process and procedures will be the responsibility of the AOC. Upon written authorization by the AOC to proceed with the Bidding Phase, Contractor shall perform the following as Basic Services:

1. Attend pre-bid conference at Project site.
2. While the Project is being advertised for bids, all questions concerning intent shall be referred to the AOC for response. 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 Contractor for decision by the AOC as to the proper procedure required. Corrective action taken will be in the form of an addendum prepared by the Contractor and issued by the AOC. The Contractor shall prepare all necessary supplemental drawings at no additional cost to the AOC.

State of California Standard Agreement
Contract No. _____ with _____

3. The Contractor shall not give any directions, clarifications, corrections, or other modification of the Bidding Documents either verbally or in writing to any person other than the AOC's Project Manager. The Project Manager will determine whether the information should be placed in an addendum to be distributed to all bidders.
4. Where required by local laws, ordinances, or at the AOC's request, the Contractor shall assist in preparing the construction solicitation documents in such form and manner as to enable the AOC to solicit separate bids and award separate contracts for up to a total of _____ (___) different parts of the Project.

e. Construction Phase [Optional: (NIC)].

Upon written authorization from the AOC to proceed with the Construction Phase, Contractor shall perform the following as Basic Services:

- (i) Attend the preconstruction meeting with the successful construction contractor.
- (ii) Provide the geotechnical engineering and soils testing Services during grading, excavation, paving and foundation construction. Interpret and enforce the requirements of the Construction Documents related to geotechnical engineering.
- (iii) Review for conformance with the Contractor's design intent all submittals and shop drawings; recommend approval, changes or disapproval of same; and keep a record of all submittals and shop drawings received by the construction contractor.
- (iv) Interpretation of the drawings and specifications shall be a joint effort of the AOC, or its authorized representative, and the Contractor. In the event that the AOC and the Contractor do not agree, the AOC's interpretation shall prevail.
- (v) Furnish all necessary additional drawings for supplementing, clarifying and/or correcting inconsistencies, errors and omissions and for any required change orders. Such drawings shall be requested in writing from the Contractor by AOC and shall be at no additional cost to the AOC. The original of the drawings and contract wording for change orders shall be submitted to AOC for duplication and distribution.
- (vi) Prepare drawings or change orders as required due to those actions of the AOC, that are beyond the scope of the Contractor's responsibilities. Preparation of these drawings shall be considered Extra Services. Cost for

State of California Standard Agreement
Contract No. _____ with _____

each Extra Service shall be negotiated as herein provided and no work shall be performed until an amendment is made to this Agreement. (See section A.6 – Extra Services, below).

- (vii) The Contractor shall take an active role in setting the standards of quality expected from the Project. It is expected that this will be established via periodic observation of the construction work in progress.
- (viii) The Contractor shall make visits to the job site as requested by the AOC to resolve discrepancies in the Construction Documents and to monitor the progress of the Project. Contractor shall bring to the attention of the AOC, in writing, any defects or deficiencies in the work by the AOC's construction contractor which the Contractor should reasonably observe. The Contractor shall have no authority to issue instructions on behalf of the AOC or to authorize another to do so. Any changes or modifications to the construction contract shall be between the AOC and its construction contractor.
- (ix) Prepare Record Documents on the original CAD files to record significant changes utilizing information provided by the AOC, the construction contractor, and change orders. These Record Documents shall be delivered to the AOC at completion of construction and shall be a condition precedent to the AOC's approval of the Contractor's final payment.
- (x) The Contractor shall take part in the final inspections and preparation of the punch lists.
- (xi) After completion of construction, make visits to the site prior to the expiration of the guarantee period specified in the construction contract to review for evidence of faulty materials and faulty workmanship. The Contractor shall make one (1) visit nine (9) months after completion. The Contractor shall be required to make no more than two (2) additional visits as the AOC may request, within twelve (12) months after completion of construction. The AOC shall ensure that one inspection is of landscaping or similar seasonal items that may not be completed at the same time as other work.
- (xii) It is understood that overall construction administration will be the responsibility of the AOC, and its selected Construction Manager. Inspection for compliance with the Construction Documents shall be the responsibility of the AOC.

f. Deliverables

At each indicated submittal and as directed by the AOC, provide the following quantities of documents:

- (i) Pre-Schematics & Schematics: Four (4) sets of printed documents, plus one (1) set of CD's with electronic files.
- (ii) Design Development: Four (4) sets of printed documents at 95% and 100%. One (1) set of CD's with electronic files at 100%.
- (iii) Construction Documents: Five (5) sets of printed documents at 50%, 90%, 100% and final. Printed documents provided at final will be a copy of the stamped and signed documents. Three (3) sets of CD's with electronic files at 100%.
- (iv) Construction Phase: For each issuance of a changed or new document during construction, provide one (1) reproducible. Provide one (1) original reproducible and three (3) CD's of all Record Documents at the completion of the Project.
- (v) The Basic Services include one (1) rendered site plan, one (1) exterior rendering, and one (1) miscellaneous rendering.

g. Change Orders

- (i) The AOC may, at any time, by written order, propose changes to the Services described in this Agreement. The Contractor may also propose changes to the Services described in this Agreement, based upon occurrences that are not the result of the Contractor'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, such a change will require a formal amendment to this Agreement and an equitable adjustment, as mutually agreed upon, shall be made to the Contract Amount as set forth in "Contract Amount" in the Agreement Coversheet or in the time of required performance as set forth in "Term of the Agreement" in the Agreement Coversheet, or both.
- (ii) For any change proposed by either the AOC or the Contractor, the Contractor 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 Contractor with a breakdown of tasks and costs, including any reduction in costs resulting from the change; and (iii) the expected impact on schedule. The submittal of this notice shall be made by Contractor no later than fifteen (15) days after the AOC's order or other occurrence that causes the change. Failure to provide this notice within this time period shall

constitute a waiver of the Contractor's right to seek an adjustment of the Contract Amount or the Term of this Agreement.

- (iii) If the AOC and the Contractor reach agreement on a change, the agreement shall be set forth in an amendment in writing executed and approved in the same manner as this Agreement.

A.6. Extra Services

a. Contractor shall perform the following Extra Services, only when authorized by means of a written amendment to this Agreement. Contractor shall not perform any Extra Services unless so authorized by the AOC. In no event shall AOC be responsible for compensating Contractor in excess of the Contract Amount, unless there is a written amendment executed by the AOC that specifically increases the Contract Amount.

- (i) Revisions to Construction Documents or Design Development documents to accommodate changes (excluding corrections of inconsistencies, errors and omissions by Contractor) when so directed by the AOC.
- (ii) Preparation of change order documents as requested by the AOC (excluding corrections of inconsistencies, errors and omissions by Contractor) after a construction contract has been awarded.
- (iii) Preparation of measured drawings of existing structures except as required for the Design Services.
- (iv) Selection of movable furniture, equipment, or other articles which are not otherwise included in the construction contract.
- (v) Services necessary to supervise correction of defects or damage to the Project (excluding corrections arising from inconsistencies, errors and omissions of Contractor).
- (vi) Services necessitated by the delinquency or insolvency of the construction contractor during or after the guarantee period.
- (vii) Preparation of such alternates to be included in the Construction Documents as may be deemed necessary by the AOC.
- (viii) Joining with and assisting the AOC in defending any claim or action related to or arising out of the Contractor's design (not attributable to inconsistencies, errors or omissions on the part of the Contractor) of the Project.
- (ix) Additional rendering and/or models as may be deemed necessary by the AOC beyond those included in the Basic Services, will be an Extra

State of California Standard Agreement
Contract No. _____ with _____

Service.

b. The hourly rates which include overhead, administrative costs and profit to be utilized in arriving at the negotiated fee for Extra Services are set forth in Exhibit D.

END OF EXHIBIT

Exhibit B

PAYMENT PROVISIONS

B.1. Contract Amount

The total Contract Amount under this Agreement will be as set forth on the Agreement Coversheet.

a. Compensation

(i) The compensation to be paid Contractor, as provided herein, shall be a firm, fixed price and shall be full consideration for all of Contractor's Services and expenses, direct or indirect, including travel and per diem, and all other costs incidental to providing the Services.

1. Total compensation for the scope of work authorized by this Agreement (Pre-Schematic/Acquisitions Phase only) shall be \$_____.

(ii) [*Optional:* Upon the AOC authorizing a further encumbrance of funds for this Agreement, this Agreement will be deemed to include the following phases of work, which are presently designated as "NIC." Contractor agrees that its compensation for such phases will be as indicated below:

1. Preliminary Plan Phase Total: \$_____

2. Working Drawings Phase Total: \$_____

3. Construction Phase Total: \$_____]

B.2. Method of Payment

a. The Contractor 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 AOC will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.

b. The AOC will make payment after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate:

(i) The contract number;

(ii) A unique sequential invoice number;

(iii) The Contractor's name and address;

State of California Standard Agreement
Contract No. _____ with _____

- (iv) Taxpayer identification number;
- (v) Description of the completed Services, including percentage complete of each phase and sub-phase, and retention;
- (vi) Compensation previously invoiced, by phase; and
- (vii) Preferred remittance address, if different from the mailing address.

c. Invoices furnished by the Contractor under this Agreement must be in a form acceptable to the AOC and must be submitted for approval to (with a copy to the Project Manager):

Accounts Payable
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102

d. The authorized representative of the Contractor shall sign each invoice.

e. The AOC will endeavor to pay approved invoices within sixty (60) days. In no event shall the AOC be liable for interest or late charges for any late payments. Payment shall be made by the AOC to the Contractor at the address specified in the section entitled "Notices to the Parties."

f. The AOC may withhold payment to the Contractor in any instance in which the Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

g. Upon receipt and approval of Contractor's invoices, the AOC agrees to make payment as follows:

- (i) For Pre-Schematic/Acquisitions Phase and Preliminary Plan Phase.

Monthly payment for the percentage of work completed less 10 percent retention; the final 10 percent will be paid sixty (60) days after the AOC's Acceptance and approval of the Design Development Phase.

- (ii) For Working Drawings Phase.

Monthly payment for the percentage of work completed less 10 percent retention. The final 10 percent will be paid sixty (60) days after the AOC's Acceptance and approval of the Working Drawings Phase.

(iii) For Construction Phase.

Monthly payment for the percentage of this phase of work that has been completed.

h. When the estimated amount to be retained exceeds ten thousand dollars (\$10,000), and the retention continues for a period of sixty (60) days beyond the completion of phased services, upon written request and at the expense of the Contractor, the AOC will pay the retention earned directly to a state or federally chartered bank in this State, as the escrow agent, and the Contractor shall receive the interest earned on the investments, under the provisions of Public Contract Code section 6106.5. The Contractor shall comply with the requirements of Public Contract Code section 6106.5(e) pertaining to subcontractors.

B.3. Disallowance

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

B.4. Payment Does Not Imply Acceptance of Work

The granting of any payment by the AOC, or the receipt thereof by the Contractor, shall in no way lessen the liability of the Contractor 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 AOC and in such case the Contractor must correct the delivery of Services without delay.

B.5. Release of Claims

The acceptance by the Contractor of final payment shall be and shall operate as a release to the State and the AOC of all claims and all liability to the Contractor for everything done or furnished in connection with this Agreement (including every act and neglect of the AOC), with the exception of any claims that are expressly identified by the Contractor as outstanding as of the date of Contractor's submission of Contractor's final application for payment. Contractor's failure to identify any such claims shall operate as a release of all claims.

END OF EXHIBIT

Exhibit C

GENERAL TERMS AND CONDITIONS

C.1. Effective Date of Agreement

This Agreement is effective on the Effective Date set forth on the Agreement Coversheet; however, the Contractor is not authorized to begin work until the AOC delivers a "Notice to Proceed" to the Contractor. The AOC will issue the Notice to Proceed only after the Contractor delivers evidence of insurance to the AOC that is consistent with the insurance requirements in this Agreement. If the Contractor begins work before delivery of the Notice to Proceed, that work will be at the Contractor's risk and expense and subject to all terms and conditions of this Agreement except those terms and conditions inconsistent with the Contractor's assumption of that risk and expense. If a Notice to Proceed is delivered, then work performed before delivery will be treated for all purposes as though it were performed after delivery. [*Optional*: Further, an amendment will be necessary to incorporate the work designated as "NIC" in any event.]

C.2. Submitting False Claims; Monetary Penalties

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

C.3. 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 Contractor.

C.4. Responsibility for Equipment and Real Property

The AOC 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 Contractor, or by any of its employees or agents, even though such equipment is furnished, rented, or loaned to the Contractor by the AOC.

C.5. Independent Contractor

a. Independent Contractor. The Contractor shall be, and is, an independent contractor, is not an employee or agent of the AOC, and is not covered by any employee benefit plans provided to the AOC's employees. The Contractor is liable for the acts and omissions of

itself, its employees, its subcontractors and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the AOC and the Contractor. The Contractor will determine the method, details and means of performing the Services, including, without limitation, exercising full control over the employment, direction, compensation and discharge of all persons assisting the Contractor in the performance of the Services. The Contractor shall be solely responsible for all matters relating to the payment of the Contractor's employees, including compliance with social security, withholding, any and all employee benefits, and all regulations governing such matters.

b. Payment of Income Taxes. The Contractor is responsible for paying, when due, all applicable income taxes, including estimated taxes, incurred as a result of the compensation paid by the AOC to the Contractor for the Services. The State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any subcontractor's employees' wages. The Contractor agrees to indemnify, defend and hold the AOC harmless for any claims, costs, losses, fees, penalties, interest or damages (including attorneys' fees and costs) suffered by the AOC resulting from the Contractor's failure to comply with this provision. The AOC may offset any taxes paid by the AOC as a result of the Contractor's breach of this provision.

C.6. Contractor's Key and Qualified Personnel

a. The Contractor shall use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the Services. The Contractor has been selected to perform the Services herein, in part, because of the skills and expertise of the key individuals and/or firms (collectively "Contractor's Key and Qualified Personnel") that are listed in Exhibit F. Substitution of the individuals and/or firms identified in Exhibit F is not allowed except with written approval of the AOC.

b. If the designated lead or key person fails to perform to the satisfaction of the AOC upon written notice, the Contractor will have fifteen (15) calendar days to remove that person from the Project and replace that person with one acceptable to the AOC. All lead or key personnel for any subcontractor must also be designated by any subcontractor and are subject to all conditions stated in this section.

c. The Contractor shall be responsible for all costs associated with replacing any of its personnel, including the additional costs to familiarize replacement personnel with the Services. If the Contractor does not furnish replacement personnel acceptable to the AOC, the AOC may terminate this Agreement for cause.

C.7. Standard of Care

The Contractor, its officers, agents, employees, subcontractors, consultants and any persons or entities for whom Contractor is responsible, shall provide all Services pursuant to this Agreement in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project. The AOC's review of any submittals, deliverables, or other work product of the

Contractor shall in no way relieve the Contractor of compliance with (i) the applicable standard of care or (ii) applicable State and Federal statutes, regulations, rules, guidelines, and requirements.

C.8. AOC's Quality Assurance Plan

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

C.9. Subcontracting

a. The Contractor is prohibited from subcontracting this Agreement or any part of it, except to subcontractors as set forth in Exhibit E, unless such subcontracting is first approved by the AOC in a written instrument executed and approved in the same manner as this Agreement. An agreement made in violation of this section shall confer no rights on any party and shall be null and void.

b. If requested by the AOC, the Contractor shall provide documentation that the proposed subcontractor is experienced and able to perform that portion of the Services Contractor wishes to subcontract. The Contractor shall require all subcontractors to comply with the provisions of this Agreement. The Contractor shall provide copies of all agreements with subcontractors to the AOC. The AOC's approval of subcontracts shall in no way relieve the Contractor of any of its responsibilities and obligations under this Agreement.

C.10. Background Checks

If the Contractor assigns persons (whether employees, independent contractors, subcontractors or agents) to perform work under this Agreement that requires that the person have access to the AOC's systems (whether on-site or by remote access), the AOC shall have the right, but not the obligation, to conduct a background check, as permitted by law, on all such persons before the AOC will grant to such persons access to the AOC's premises or systems. The Contractor will cooperate with the AOC in performing such background check, and will promptly notify the AOC of any such person refusing to undergo such background check, and will reassign such person to perform other services. The Contractor shall obtain all releases, waivers, or

permissions required for the release of such information to the AOC. Costs incident to background checks are the sole responsibility of the Contractor.

C.11. Indemnification

The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend (with counsel satisfactory to the AOC), and hold harmless (collectively, "Indemnify") the State, the Judicial Council of California, the Administrative Office of the Courts, the State's trial courts, appellate courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their officers, agents, contractors, representatives, volunteers and employees (individually, an "Indemnified Party") from any and all claims, lawsuits, losses, costs (including attorneys' fees and costs), liabilities and damages (individually, a "Claim") arising from, related to or in connection with, in whole or in part, any of the following: (a) the Contractor's negligent acts, omissions, or intentional misconduct, (b) the Contractor's breach of its obligations under this Agreement, (c) the Contractor's violation of any applicable law, rule or regulation, and (d) a Claim from a third party, contractor, subcontractor, supplier, or worker, or any other person, firm, or corporation, (i) furnishing or supplying work, Services, materials, or supplies in connection with the performance of this Agreement, or (ii) who may be injured or damaged by the Contractor or its agents or employees arising from, related to or in connection with, the Contractor's performance of this Agreement. This paragraph does not require the Contractor to Indemnify an Indemnified Party for such portion of any loss, cost, liabilities or damage that arises solely from the negligence or intentional misconduct of the Indemnified Party.

C.12. Insurance

a. Insurance Required. Without limiting the Contractor's indemnification obligation and in addition thereto, the Contractor 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 AOC shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor 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.

- (i) Workers' compensation—At statutory minimums, including employers' liability coverage with limits not less than \$1,000,000 for each accident. This coverage shall not be required where the Contractor has no employees.
- (ii) Commercial General Liability Insurance—Covering bodily injury, property damage, personal injury, advertising injury, contractual liability, products, and completed operations. The policy shall provide limits of at least \$2,000,000 per occurrence and \$4,000,000 annual aggregate.
- (iii) Commercial or Business Automobile Liability Insurance—Covering

State of California Standard Agreement
Contract No. _____ with _____

bodily injury and property damage and applicable to all owned, non-owned, leased, and hired vehicles. The policy shall provide combined single limits of at least \$2,000,000 per occurrence and \$4,000,000 annual aggregate.

- (iv) Professional Liability Insurance; Errors and Omissions —Covering the Contractor's performance under this Agreement. The policy shall provide limits of at least \$1,000,000 per claim or per occurrence and \$2,000,000 annual aggregate. If the policy is written on a "claims made" form, the Contractor 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 Work which is 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 activities commence pursuant to this Agreement.

- (v) [*Optional - Include this provision if the liability limits in subsections (a)(ii) and (a)(iii) above are lowered to \$1,000,000 per occurrence and \$2,000,000 annual aggregate: Excess Liability Insurance. In excess of the Commercial General Liability Insurance required in subsection (a)(ii) above and the Commercial or Business Automobile Liability Insurance required in subsection (a)(iii) above. The policy shall provide limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.*]

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

c. Required Policy Provisions. Each policy required in subsection (a) above must provide that:

- (i) The policy is primary and non-contributory with any insurance or self-insurance programs carried or administered by the AOC.

- (ii) The policy shall apply separately to each insured against whom a claim is made and/or a lawsuit is brought, except with respect to the limits of the insurer's liability.

- (iii) The AOC will receive thirty (30) days' advance written notice of any change or cancellation, mailed to the following address (with a copy to the AOC Business Services Manager, Grant Walker):

State of California Standard Agreement
Contract No. _____ with _____

_____, AOC Project Manager
Office of Court Construction and Management
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102

- (iv) The insurer waives any and all rights of subrogation against the AOC, the Judicial Council of California, the Administrative Office of the Courts, the State's trial courts, appellate courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their officers, agents, representatives, volunteers or employees.

d. Qualifying Insurers. Insurance policies are to be placed with insurers with an A.M. Best rating of no less than A:VIII, or, if not rated with A.M. Best, with minimum surpluses the equivalent of A.M. Best's surplus size VIII. Professional Liability, Errors and Omissions insurance may be placed with insurers with an A.M. Best rating of no less than B+: VII.

e. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the AOC. The deductible and/or self-insured retention shall not limit or apply to the Contractor's liability to the AOC and shall be the sole responsibility of the Contractor.

f. No Reduction or Limit of the Contractor's Obligation. Insurance affected or procured by the Contractor shall not reduce or limit the Contractor's contractual obligation to indemnify and defend the AOC. Acceptance of the Contractor's insurance by the AOC shall not relieve or decrease the liability of the Contractor hereunder.

g. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

h. Joint Ventures. If the Contractor is an association, partnership, or other joint business venture, the insurance required in subsection (a) above shall be provided by any one of the following methods:

- (i) Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured.
- (ii) Joint insurance program with the association, partnership, or other joint business venture included as a named insured.

i. Evidence of Coverage. Before commencing any work under this Agreement, the Contractor must furnish to the AOC certificates of insurance and applicable endorsements, in form and with insurers satisfactory to the AOC, evidencing that all required insurance coverage

State of California Standard Agreement
Contract No. _____ with _____

is in effect. The AOC reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificates and endorsements must be sent to (with a copy to the AOC Project Manager):

Grant Walker, AOC Business Services Manager
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102

j. Consequences of Changes in Policies or Insurers. If at any time the foregoing policies shall be or become unsatisfactory to the AOC, the Contractor shall, upon notice to that effect from the AOC, promptly obtain a new policy, and shall submit the same to the AOC, with the appropriate certificates and endorsements, for approval.

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

C.13. Stop Services Order

a. The AOC may, at any time, by delivery of a Stop Services Order to the Contractor, require the Contractor to stop all, or any part, of the Services pursuant to this Agreement, for a period up to ninety (90) days after the Stop Services Order is delivered to the Contractor, 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 Contractor 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.

b. The AOC shall not be liable to the Contractor for loss of profits because of the Stop Services Order issued under this provision.

C.14. Manner of Performance of Services

The Contractor shall perform all Services specified in this Agreement to the AOC's satisfaction and in compliance with the Nondiscrimination/No Harassment provision set forth in section C.26 of this exhibit.

C.15. Termination for Cause

If the AOC determines that the Contractor has failed to perform in accordance with the terms and conditions of this Agreement, the AOC may terminate all or part of the Agreement for cause. This termination shall be effective if Contractor does not cure its failure to perform within ten

(10) days (or more, if authorized in writing by the AOC) after receipt of a notice of intention to terminate from the AOC specifying the failure in performance.

C.16. Termination for Non-Appropriation of Funds

The Contractor 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 bonds, of sufficient funds to support the activities described in this Agreement. By written notice to the Contractor, the AOC 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 AOC's budget, funding or financial resources.

C.17. Termination for Convenience

The AOC 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. The AOC shall exercise this option by giving the Contractor at least thirty (30) days written notice of termination. The notice shall specify the date on which termination shall become effective.

C.18. Actions of the Contractor Upon Termination

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

- a. Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by the AOC.
- b. Not placing any further orders or entering into any subcontracts for materials, Services, equipment or other items.
- c. Canceling any and all existing orders and terminating any and all subcontracts.
- d. Assigning to the AOC any or all of the Contractor's right, title, and interest under the existing orders and subcontracts. Upon such assignment, the AOC shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the cancellation of such orders and termination of such subcontracts.
- e. Settling all outstanding liabilities and all claims arising out of the cancellation of orders and termination of subcontracts.
- f. Completing performance of any Services that the AOC designates to be completed prior to the date of termination specified by the AOC.

C.19. Effect of Termination

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:

a. Payment Upon Termination. The AOC shall pay for Contractor's Services satisfactorily performed through the effective date of termination; in no event shall Contractor's compensation under this Section exceed the reasonable value of the performed Services, based on the Contractor's progress of the Services performed and the proportionate corresponding value of the Contract Amount.

b. Offset and Deduction. The AOC may deduct from any payment upon termination:

- (i) All payments previously made by the AOC for Services covered by the Contractor's final invoice.
- (ii) The amount of any claim which the AOC may have against the Contractor in connection with this Agreement.
- (iii) In instances in which the AOC 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 AOC will pay the difference between the invoiced amount and the AOC's reasonable estimate of the reasonable cost of replacing the materials or performing the invoiced Services in compliance with the requirements of this Agreement.

C.20. Ownership of Data

a. Everything created, developed or produced in the course of the Contractor'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 Contractor for the AOC and are the sole property of the AOC without further employment or the payment of additional compensation to the Contractor. The AOC 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"). To the extent that any of the Data or the Intellectual Property Rights therein are not works for hire, the Contractor hereby irrevocably assigns its entire right, title and interest in and to all such Data and the Intellectual Property Rights therein, to the AOC. At the AOC's request, the Contractor will assist the AOC in the AOC's prosecution, perfection, and registration of any or all Intellectual Property Rights in the Data. The Contractor irrevocably appoints the AOC as its attorney in fact, coupled with an interest, to take all actions and execute and file all documents that the AOC deems necessary to effectuate the AOC's interest and Intellectual Property Rights in the Data as set forth herein.

b. The AOC shall be entitled to access copies of the Data in whatever form, including, without limitation CAD, all times during the term of the Agreement. Any such Data in the possession of the Contractor or in the possession of any subcontractor upon completion or termination of the Agreement shall be immediately delivered to the AOC. If any Data are lost, damaged or destroyed before final delivery to the AOC, the Contractor shall replace them at its own expense and the Contractor assumes all risks of loss, damage or destruction of or to such Data. The Contractor shall provide the AOC with all Data within thirty (30) days of the AOC's written request.

c. AOC expressly acknowledges and agrees that the Data to be provided by Contractor under the Agreement may contain certain design details, features and concepts from the Contractor'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 Contractor. Nothing herein shall be construed as a limitation on the Contractor's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

d. The AOC acknowledges the Contractor's Construction Documents, including electronic files, as instruments of professional service. If the AOC reuses or makes any modification to the Construction Documents without the prior written authorization of the Contractor, the AOC agrees, to the fullest extent permitted by law, to indemnify, defend (with counsel reasonably satisfactory to Contractor) and hold harmless the Contractor, its officers, directors, employees and subconsultants (collectively, Contractor) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the reuse or modification of the Construction Documents by the AOC, or any person or entity that lawfully acquires or obtains the construction documents from or through the AOC, without the written authorization of the Contractor.

C.21. Proprietary or Confidential Information of AOC

a. The Contractor understands and agrees that, in the performance of the Services under this Agreement or in contemplation thereof, the Contractor may have access to private or confidential information which may be owned or controlled by the AOC and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the AOC. The Contractor agrees that all information disclosed by the AOC to the Contractor shall be held in confidence and used only in the performance of the Agreement. The Contractor shall exercise the same standard of care to protect such information as the Contractor 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.

b. It is understood, however, that the Contractor may disclose the AOC's confidential information on a "need to know" basis to the Contractor's employees and subcontractors and, as directed by the AOC's Project Manager, other representatives of the AOC. All such employees and subcontractors of the Contractor shall, at the AOC's option, execute a

confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business the terms of which, at the AOC's option, shall be subject to the reasonable approval of the AOC.

c. The Contractor shall acquire no right or title to the confidential information. The Contractor agrees not to use the confidential information for any purpose except to provide the Services. Notwithstanding the foregoing, the Contractor 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 Contractor first gives reasonable notice of its intention to disclose in order for the AOC to seek a protective order; or (ii) to the extent necessary to enforce its rights under this Agreement.

d. The Contractor 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.

C.22. Audit and Retention of Records

The Contractor shall permit authorized representatives of the AOC and/or its designee at any reasonable time to inspect, copy, or audit any and all records and documentation related to the performance of the Agreement, including records related to billings and other financial records. The Contractor shall allow the auditor(s) access to such records during normal business hours and shall allow the auditor(s) to interview any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the AOC to audit records and interview staff in any subcontract related to performance of this Agreement. The Contractor shall maintain all records and documentation related to the performance of this Agreement, including records related to billings and other financial records, in an accessible location and condition for a period of not less than three (3) years after final payment is received pursuant to this Agreement or until after final audit has been resolved, whichever is later. The Contractor shall adequately protect all records against fire or other damage. The State of California, or any state agency or entity having an interest in the subject of this Agreement, shall have the same rights conferred upon the AOC by this section.

C.23. Accounting System Requirements

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

C.24. AOC and _____ Court Representation

a. AOC Project Management.

(i) For the purposes of this Agreement, the AOC's authorized representative ("Project Manager") shall be:

State of California Standard Agreement
Contract No. _____ with _____

Office of Court Construction and Management,
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Ave.
San Francisco, CA 94102
Phone: 415/865-_____
Facsimile: 415/865-_____

- (ii) All requests and communications about the Services to be performed under this Agreement shall be made through the Project Manager.
- (iii) The Project Manager is not authorized by the AOC to make any commitments or changes which will affect the price, terms or conditions of this Agreement absent an amendment executed by the parties.

b. Third Party Representation. The AOC 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.

c. Third Party Beneficiary. The _____ Court shall be an intended third party beneficiary of this Agreement. In the event the court gives conflicting instructions or makes conflicting determinations with respect to any matter, it shall be the AOC's responsibility to resolve any such conflict promptly.

C.25. Dispute Resolution

If the Contractor disputes any action by the AOC's Project Manager arising under or out of the performance of this Agreement, the Contractor shall notify the AOC's Project Manager of the dispute in writing and request a claims decision. The AOC's Project Manager shall issue a decision within 30 (thirty) days of the Contractor's notice. If the Contractor disagrees with the AOC Project Manager's decision, the Contractor shall submit a formal claim to the Assistant Director, Office of Court Construction and Management, Judicial Council of California, Administrative Office of the Courts ("Assistant Director") who shall issue a decision within 20 (twenty) business days of receipt of Contractor's formal claim. The decision of the Assistant Director shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the Agreement, and determinations or applications of the law. The decision shall be in writing following an opportunity for the Contractor to present oral or documentary evidence and arguments in support of the claim. This administrative process must be followed before taking any court action. Contractor shall proceed with all Services ordered by the AOC, pending the outcome of any claim, dispute or litigation.

C.26. Certifications

By executing this Agreement, Contractor certifies under penalty of perjury that the following are

State of California Standard Agreement
Contract No. _____ with _____

true at the time of execution of this Agreement and shall remain true during the performance of this Agreement:

a. Nondiscrimination/No Harassment Provisions and Compliance.

- (i) Nondiscrimination. The Contractor and its subcontractors 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 identify, or domestic partner status. The Contractor and its subcontractors shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (ii) No Harassment. The Contractor and its subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its subcontractors interact in the performance of this Agreement. The Contractor and its subcontractors shall take all reasonable steps to prevent harassment from occurring.
- (iii) FEHA. The Contractor shall comply with the provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- (iv) Compliance with Americans with Disabilities Act. The Contractor 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.
- (v) Notice to Labor Organizations. The Contractor and any of its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (vi) Compliance. The Contractor shall include the nondiscrimination, no harassment, and compliance provisions of this section in any and all subcontracts issued to perform Services under this Agreement. Contractor has, unless exempt, complied with the nondiscrimination program

State of California Standard Agreement
Contract No. _____ with _____

requirements. (Government Code, Section 12990 (subdivisions a-f) and
CCR, Title 2, Section 8103 *et seq.*)

b. Prohibited Financial Conflict of Interest. Contractor and its subcontractors 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 Contractor further certifies that, to the best of its knowledge after due inquiry, no employees or agents of the AOC 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.*

c. Conflict of Interest for Former State Employees. The Contractor certifies and shall require any subcontractor 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.

d. Covenant Against Gratuities. No gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the State with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement. For breach or violation of this provision, the AOC will have the right to terminate this Agreement, either in whole or in part, and any loss or damage sustained by the State in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the AOC 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.

e. Drug-Free Workplace. The Contractor will provide a drug-free workplace as required by California Government Code Sections 8355 through 8357.

f. 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 Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

g. 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.

h. Computer Software Use. Contractor 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.

C.27. General

a. 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.

b. Limitation on Publication. The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's Services for the AOC without prior review and written permission by the AOC, which consent shall be in the AOC's sole discretion.

c. 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.

d. Assignment. The Services to be performed by the Contractor are personal in nature and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by the AOC by written instrument executed and approved in the same manner as this Agreement. 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.

e. 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.

f. 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.

g. Compliance with Laws. The Contractor 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 AOC, with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time. The Contractor shall procure and keep in full force during the term of this Agreement any and all permits and licenses necessary to accomplish the Services contemplated in this Agreement at no expense to the AOC.

h. Time is of the Essence. Time is of the essence in this Agreement.

i. Governing Law; Jurisdiction. This Agreement shall be governed by California

State of California Standard Agreement
Contract No. _____ with _____

law without regard to any conflict of law rules which would direct the application of the laws of any other jurisdiction. The Contractor irrevocably consents to personal jurisdiction in California.

j. 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.

k. Notices to the Parties. All notices, requests, demands, and other communications hereunder must be in writing and will be deemed to have been duly given when hand delivered or five (5) days after being deposited in the United States mail, if mailed by certified or registered mail, return receipt requested, postage prepaid, to the following contact information or at such other address as delivered by like notice:

To the AOC:

Office of Court Construction and Management
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102

With a copy to:

Grant Walker
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102

To the Contractor:

l. Amendments. This Agreement may not be modified or amended, except by written instrument executed and approved in the same manner as this Agreement.

m. Public Contract Code References. Public Contract Code references create duties of the Contractor under this Agreement; however, the references do not imply that the AOC is subject to the Public Contract Code.

n. Entire Agreement. This Agreement, consisting of the Coversheet and all exhibits thereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous modifications, agreements, proposals, negotiations, representations, and commitments, both oral and written, between the parties.

END OF EXHIBIT

Exhibit D

HOURLY RATES FOR EXTRA SERVICES

<i>TITLE</i>	<i>HOURLY BILLING RATE</i>
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

State of California Standard Agreement
Contract No. _____ with _____

Exhibit E

SUBCONTRACTORS TO CONTRACTOR

END OF EXHIBIT

State of California Standard Agreement
Contract No. _____ with _____

Exhibit F

CONTRACTOR'S KEY AND QUALIFIED PERSONNEL

END OF EXHIBIT

TABLE OF CONTENTS

	Page
Exhibit A	ARCHITECTURAL SCOPE OF WORK.....A-1
A.1.	Project DescriptionA-1
A.2.	Definitions.....A-1
A.3.	Construction BudgetA-2
A.4.	Schedule Of WorkA-3
A.5.	ServicesA-4
A.6.	Deliverables SubmittalsA-13
A.7.	Extra Services.....A-14
Exhibit B	PAYMENT PROVISIONS.....B-1
B.1.	Contract AmountB-1
B.2.	Method of Payment.....B-1
B.3.	DisallowanceB-3
B.4.	Payment Does Not Imply Acceptance of Work.....B-3
B.5.	Release of ClaimsB-3
Exhibit C	GENERAL TERMS AND CONDITIONS.....C-1
C.1.	Effective Date of Agreement.....C-1
C.2.	Submitting False Claims; Monetary PenaltiesC-1
C.3.	Sales and Use Tax.....C-1
C.4.	Responsibility for Equipment and Real Property.....C-1
C.5.	Independent Contractor.....C-1
C.6.	Contractor's Key and Qualified Personnel.....C-2
C.7.	Quality of ServicesC-2
C.8.	AOC's Quality Assurance PlanC-3
C.9.	Subcontracting.....C-3
C.10.	Background ChecksC-3
C.11.	Indemnification.....C-4
C.12.	InsuranceC-4
C.13.	Stop Services OrderC-7
C.14.	Termination for CauseC-7
C.15.	Termination for Non-Appropriation of FundsC-8

TABLE OF CONTENTS

(continued)

	Page
C.16. Termination for Convenience.....	C-8
C.17. Actions of the Contractor Upon Termination	C-9
C.18. Effect of Termination.....	C-9
C.19. Ownership of Data.....	C-10
C.20. Proprietary or Confidential Information of AOC	C-11
C.21. Audit and Retention of Records	C-12
C.22. Accounting System Requirements.....	C-12
C.23. AOC and Fourth District Court Representation	C-12
C.24. Dispute Resolution	C-13
C.25. Certifications	C-13
C.26. General.....	C-15
Exhibit D - HOURLY RATES FOR EXTRA SERVICES.....	D-1
Exhibit E - SUBCONTRACTORS TO CONTRACTOR	E-1
Exhibit F - CONTRACTOR'S KEY AND QUALIFIED PERSONNEL.....	F-1
Exhibit G - SPACE PROGRAM	G-1

END OF FORM

