

## ATTACHMENT 2 TO THE RFP

### JUDICIAL COUNCIL OF CALIFORNIA STANDARD AGREEMENT COVER SHEET

AGREEMENT NUMBER
[@#]
FEDERAL EMPLOYER ID NUMBER
[@#]

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

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

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3. The title of this Agreement is: Criteria Architect Services Agreement. The number of this Agreement is: [#]. The title and number listed is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.

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4. The total amount that the Judicial Council may pay the Criteria Architect under this Agreement shall not at any time exceed \$[Dollar amount] (“Fee”).

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5. This Agreement constitutes the entire agreement between the Parties, with regard to the subject matter, and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by an Amendment executed by both Parties. In the event of a conflict in documents, the following order of precedence shall prevail: (1) the most recently executed Amendment to the Agreement, (2) the Standard Agreement Cover Sheet pertaining to this Agreement; and (3) Exhibits A, B, C, D, E, F, G, and H (in order of preference).

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6. The following documents are individually or collectively referred to as “Contract Documents”:
  - Exhibit A: Standard Provisions
  - Exhibit B: Responsibilities and Services of Criteria Architect
  - Exhibit C: Criteria Architect Proposal
  - Exhibit D: Schedule for Work
  - Exhibit E: Fee Schedule
  - Exhibit F: Key Personnel
  - Exhibit G: Internal Background Check Policy
  - Exhibit H: Conflict of Interest Policy for Design Build Projects

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7. This Agreement has, to date, authorized the performance of the following Phases of Services in the following amounts:

\$0.00	Project Study Phase - NIC
\$0.00	Site Acquisition Phase - NYA
\$0.00	Performance Criteria Phase - NYA
\$0.00	Design Build Phase - NYA
\$0.00	<b>Total Amount Encumbered to Date</b>

JUDICIAL COUNCIL’S SIGNATURE	CRITERIA ARCHITECT’S SIGNATURE
<b>Judicial Council of California</b>	CRITERIA ARCHITECT’S NAME <i>(if Criteria Architect is not an individual person, state whether Criteria Architect is a corporation, partnership, etc.)</i> <div style="text-align: center;">[@Contractor name]</div>
	LICENSE NO. AND EXP DATE: <div style="text-align: center;">[ARCHITECT LICENSE], [ExpDate] / [DIR#], [ExpDate]</div>
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING Christine Powlan, Supervisor, Facilities Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING
DATE EXECUTED	DATE EXECUTED
ADDRESS Branch Accounting and Procurement 455 Golden Gate Avenue, 6 <sup>th</sup> Floor San Francisco, CA 94102	ADDRESS <div style="text-align: center;">[@Address]</div>

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## EXHIBIT A

### STANDARD PROVISIONS

#### Article 1. DEFINITIONS

- 1.1. The following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1. **“Acceptance”** means the written acceptance issued to Criteria Architect by the Judicial Council’s Project Manager after Criteria Architect has successfully provided the Work in accordance with this Agreement.
  - 1.1.2. **“Agreement”** means the Agreement between Judicial Council and Criteria Architect, inclusive of all Exhibits and Amendments to the Agreement. The Agreement shall not be construed to create a contractual relationship of any kind between any persons or entities other than Judicial Council and Criteria Architect. It may also be referred to herein as the “Contract.”
  - 1.1.3. **“Amendment”** means a Standard Agreement form that modifies the provisions of this Agreement, and any documents it explicitly references, when signed by the Parties.
  - 1.1.4. **“Authority Having Jurisdiction”** means any organization, office, or individual responsible for enforcing the requirements of a statute, regulation, code, or standard, or for approving equipment, materials, an installation, or a procedure in relation to the Project.
  - 1.1.5. **“Bid”** means any procurement document that Judicial Council utilizes to procure construction services from a Contractor, which may be a request for proposal, a request for qualifications, a formal bid, a solicitation, or other method.
  - 1.1.6. **“Building Components/Disciplines”** means the various building components and disciplines from which the design of the Project is comprised, including, but not limited to, site, architectural, building envelope, mechanical, electrical, structural, fire protection, civil engineering, landscape architecture, security and detention, food service, lighting, low voltage, data, audio-visual, acoustical, electronics, telephone, telecommunications, and any other systems or specialists related to Criteria Architect’s complete performance of all the Services herein.
  - 1.1.7. **“Capital Outlay Program”** or **“Capital Program”** means a group of related judicial branch courthouse construction, renovation, and facility modification projects, subprograms, and program activities for which Judicial Council’s Facilities Services has responsibility to oversee and manage.
  - 1.1.8. **“Claim(s)”** means all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative, or otherwise), losses, delays, notices, expenses, fines, penalties, proceedings, responsibilities, violations, and attorney’s and consultants’ fees and causes of action, including personal injury and/or death.
  - 1.1.9. **“Confidential Information”** means trade secrets (financial, statistical, personnel, or technical), or any other data or information relating to Judicial Council’s, the Courts’ or the State of California’s (the State’s) business, or the business of its constituents.
  - 1.1.10. **“Construction Documents”** means the final working drawings and specifications that set forth in detail the design and all of the requirements for construction of the entire Project, and must be approved by Criteria Architect, Judicial Council, and the DBE, if applicable. The Construction Documents provide the basis upon which the DBE shall bid the Project and are part of the design build contract with the DBE.
  - 1.1.11. **“Contract Documents”** means this Agreement inclusive of all exhibits and amendments.
  - 1.1.12. **“Court(s)”** means the superior or appellate court for whose benefit the Project is being undertaken.
  - 1.1.13. **“Criteria Architect”** means the architectural firm engaged as an agent by Judicial Council to prepare the Performance Criteria documents, and to review the design documents to ensure compliance with the Performance Criteria documents. Criteria Architect’s team may include additional consultants (“Criteria Team”) to aid in the development of Performance Criteria documents, and in the review of the design documents for adherence to the Performance Criteria documents.
  - 1.1.14. **“Criteria Architect Proposal”** means the proposal Criteria Architect submits to Judicial Council in response to the Request for Proposals, or similar solicitation, for this Agreement.

- 1.1.15. **“Criteria Conformance Guidelines”** means the written validation and conformance process developed by Criteria Architect and approved by Judicial Council to ensure the Project complies with all Project Criteria though all Project phases.
- 1.1.16. **“Criteria Conformance Report”** means the written validation and conformance report prepared by Criteria Architect and submitted to Judicial Council to evaluate whether a Design Build Project complies with all Project Criteria though all Project phases, including, but not limited to, solicitation, design, and construction.
- 1.1.17. **“Data”** means everything created, developed, or produced in the course of Criteria Architect’s performance of the Services, including, without limitation, all drawings and specifications, reports, records, files, documents, memoranda, schedules, recordings, information, and other materials or data.
- 1.1.18. **“Day(s)”** means calendar day of 24 hours, unless otherwise specifically defined.
- 1.1.19. **“Director”** means the Director of Facilities Services of Judicial Council or the Director's designee.
- 1.1.20. **“Design Build Entity” or “DBE”** means the corporation, limited liability company, partnership, joint venture, or other legal entity that will enter into an Agreement with Judicial Council to perform the Work included in the final performance criteria documents.
- 1.1.21. **“Energy Efficiency Measures”** means an element of design that minimizes energy consumption and integrates passive and active design elements while meeting the operational needs of the facility.
- 1.1.22. **“Extra Services”** means Judicial Council-authorized services, Judicial Council-authorized deliverables, and Judicial Council-authorized reimbursables, as identified in **Exhibit C**.
- 1.1.23. **“Fee”** means the Criteria Architect’s Fee is the amount stated in the Agreement, further defined herein, and payable as set forth herein and in **Exhibit E**.
- 1.1.24. **“Final Acceptance”** means a written Acceptance issued by Judicial Council, by and through its Project Manager, that accepts the Performance Criteria Documents or any Criteria Conformance Report as final and complete, in accordance with this Agreement.
- 1.1.25. **“Force Majeure”** means a delay which impacts the timely performance of Work or otherwise delays the Project, for which neither Criteria Architect, its Subconsultant(s) nor Judicial Council are liable because such delay or failure to perform was unforeseeable and beyond the control of the affected Party(ies). Acts of Force Majeure include, but are not limited to:
- 1.1.25.1. Acts of God or the public enemy;
- 1.1.25.2. Acts or omissions of any government entity, except an order from any local, state, or federal Authority Having Jurisdiction arising from a present or future COVID-19 outbreak which impacts the progress of the Work; this shall be considered reasonably foreseeable and not be considered Force Majeure;
- 1.1.25.3. Fire or other casualty for which a Party is not responsible;
- 1.1.25.4. Quarantine or epidemic, except for any present or future outbreak of COVID-19, or any similar or derivative strain thereof, which shall be considered reasonably foreseeable and shall not be considered Force Majeure;
- 1.1.25.5. Strike or defensive lockout; and
- 1.1.25.6. Unusually severe weather conditions.
- Force Majeure does not include failures or delays caused by Criteria Architect and/or its Subconsultant(s).
- 1.1.26. **“GAAP”** means Generally Accepted Accounting Principles.
- 1.1.27. **“Guaranteed Maximum Price” or “GMP”** means the maximum price that Judicial Council will pay DBE for construction of the Project.
- 1.1.28. **“Indemnified Parties”** means the State, the Judicial Council, the State’s trial courts, appellate courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their agents, representative, officers, consultants, employees, representatives, and volunteers.
- 1.1.29. **“Intellectual Property Rights”** means all of the rights, titles, 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.

- 1.1.30. **“Judicial Council”** means Judicial Council of California.
- 1.1.31. **“Key Personnel”** refers to Criteria Architect personnel or personnel of Subconsultant(s) who are designated as “Key Personnel” and identified by name in **Exhibit F**.
- 1.1.32. **“LEED”** means the Leadership in Energy and Environmental Design (LEED) Green Building Rating System™ of the United States Green Building Council (USGBC), a nationally-accepted benchmark for the design, construction, and operation of high-performance green buildings.
- 1.1.33. **“Material(s)”** means any type of tangible item provided to Judicial Council by Criteria Architect and/or its Subconsultants, including, but not limited to, written reports, goods, supplies, equipment, and other commodities. Material(s) exclude all software, services, and Reimbursable(s).
- 1.1.34. **“Notice”** means a written document provided in accordance with the provisions of the section entitled “Communications/Notice” set forth in Article 30.
- 1.1.35. **Notice to Proceed** means written permission to begin Work. A separate Notice to Proceed is required for each Phase of Work.
- 1.1.36. **“NYA” or “Not Yet Authorized”** means the Services for a Phase of the Work that is within the Agreement, but for which Judicial Council has not yet authorized Criteria Architect to perform. NYA Services are intended to be within the scope of the Agreement but shall only be undertaken by Criteria Architect if Judicial Council authorizes the Phase in which the NYA Services is included.
- 1.1.37. **“Performance Criteria”** means the requirements developed by Criteria Architect for Judicial Council to describe Judicial Council’s program requirements and objectives for the Project, including as appropriate, use, space, price, durability, production standards, ingress and egress requirements, or other criteria for the intended use of the Project, expressed in conceptual documents, performance-oriented preliminary drawings, standards, outline specifications and/or other documents provided to DBE by Judicial Council for establishing the Project’s basic elements and scale and their relationship to the Site.
- 1.1.38. **“Performance Criteria Documents”** means those documents prepared by Criteria Architect that set forth the Performance Criteria for the Project.
- 1.1.39. **“Phase(s)”** means one or more of the timeframes within which the Services may be authorized and performed.
- 1.1.40. **“Post-GMP Services”** means Criteria Architect’s scope of work pursuant to the Agreement after Judicial Council’s acceptance of the DBE’s GMP.
- 1.1.41. **“Pre-GMP Services”** means Criteria Architect’s scope of work pursuant to the Agreement after the completion of the Performance Criteria phase of Work and prior to establishment of the DBE’s GMP.
- 1.1.42. **“Prevailing Wage”** means the prevailing wage for applicable craft and classification of a worker as determined by the California Department of Industrial Relations, pursuant to Labor Code sections 1770 and 1773 et seq.
- 1.1.43. **“Project”** means the total design and construction of the Work addressed in the contract documents prepared by Criteria Architect and Judicial Council.
- 1.1.44. **“Project Manager”** means Judicial Council’s Project Manager and authorized representative for this Project. The Project Manager is the point of contact for Criteria Architect for communicating with Judicial Council.
- 1.1.45. **“Reimbursable Expense”** means expense(s) incurred or to be incurred by Criteria Architect and/or its Subconsultant(s) for Reimbursable Item(s).
- 1.1.46. **“Reimbursable Item(s)” or “Reimbursable(s)”** means tangible item(s) utilized by Criteria Architect’s or Subconsultant’s employees in the performance of Service(s).
- 1.1.47. **“Service(s)” or “Work”** means all labor, materials, supervision, services, tasks, and work that Criteria Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and include, but are not limited to, those services detailed in Exhibit B.
- 1.1.48. **“State”** refers to the State of California.
- 1.1.49. **“Subconsultant(s)”** means a party or entity who has a direct contract with Criteria Architect to perform portion(s) of the Work, including, but not limited to “Subcontractors,” as defined by Labor Code section 1722.1.

- 1.1.50. **“Sustainable Building Measures”** means elements of the design that result in minimizing carbon footprint, pollution, resource waste, and environmental impacts associated with facility construction operations and, as applicable, demolition.
- 1.1.51. **“Target Guaranteed Maximum Price”** or **“TGMP”** means the total estimated cost for the Post-GMP construction work by the DBE, as established by Judicial Council.

## 1.2. Capitalization and Usage

- 1.2.1. Terms capitalized in the Agreement include those that are:
  - 1.2.1.1. Specifically defined; or
  - 1.2.1.2. Titles and captions of numbered Articles, Exhibits, Parts, Subparts, Sections, or Paragraphs; or
  - 1.2.1.3. Titles of other documents.
- 1.2.2. Usage
  - 1.2.2.1. For the purposed of this Agreement the term “shall” is mandatory and “may” is permissive.

## Article 2. SCOPE, RESPONSIBILITIES, AND SERVICES OF CRITERIA ARCHITECT

- 2.1. **Scope.** Criteria Architect shall provide the Services described herein and under **Exhibit B** for the Project. The Parties agree that Criteria Architect’s Services described herein will be based on Criteria Architect administering the work of providing professional services during Project Study, Site Acquisition, Performance Criteria, and/or Design Build Phases for the Project, as Phases are authorized.
- 2.2. **Coordination.** In the performance of Criteria Architect’s Services under this Agreement, Criteria Architect shall maintain direct communication with Judicial Council’s Project Manager, who is the primary point of contact.
  - 2.2.1. Criteria Architect shall coordinate its Work with other Judicial Council personnel and/or Judicial Council’s designated representatives (as may be requested and desirable), but must take primary direction from the Project Manager.
  - 2.2.2. Criteria Architect must also follow the direction of the Director, as appropriate.
  - 2.2.3. Criteria Architect must also coordinate with all members of Judicial Council’s risk, safety, and quality management staff. If Criteria Architect employs Subconsultant(s), Criteria Architect must ensure that its contract(s) with its Subconsultant(s) includes language notifying the Subconsultant(s) of Judicial Council’s insurance, safety, and labor compliance programs, if any.
- 2.3. **Criteria Architect as Judicial Council Representative.**
  - 2.3.1. Criteria Architect will render the Services as described in **Exhibit B**, which will commence upon the receipt of a Notice to Proceed signed by the Director. Criteria Architect’s Services will be completed in accordance with the schedule attached as **Exhibit D**.
  - 2.3.2. Criteria Architect is an independent consultant and is solely responsible for obtaining any and all business and professional licenses and permits and for complying with any applicable Federal or State laws, codes, and regulations, and municipal ordinances, as necessary, for the execution of the Services.

## Article 3. CRITERIA ARCHITECT STAFF

- 3.1. Criteria Architect has been selected to perform the work herein because of the skills and expertise of Key Personnel.

Criteria Architect agrees that the Key Personnel listed in Exhibit F on Criteria Architect’s team will be the personnel associated with the Project.
- 3.2. Criteria Architect must not change any of the Key Personnel listed in **Exhibit F** without prior written approval by Judicial Council unless those individuals cease to be employed by Criteria Architect. In either case, Judicial Council will be allowed to interview and approve replacement personnel.

- 3.3. If any designated lead or Key Personnel, including employees and Subconsultants, fail to perform to the satisfaction of Judicial Council, then upon written Notice, Criteria Architect must immediately remove that person from the Project and provide a temporary replacement. Criteria Architect must within fifteen (15) days provide a permanent replacement person, employee, or Subconsultant employee acceptable to Judicial Council. All lead or Key Personnel for any Subconsultant must also be designated by the Subconsultant.
- 3.4. The Criteria Architect is responsible for all costs associated with replacing any of Criteria Architect's Key Personnel, including the additional costs to familiarize the replacement Key Personnel with the Work. If Criteria Architect does not furnish replacement Key Personnel acceptable to Judicial Council, the Agreement may be terminated for cause.
- 3.5. Criteria Architect represents that Criteria Architect has no existing interest and will not acquire any interest, direct or indirect, that could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any conflict of interest will be employed by Criteria Architect.
- 3.6. Criteria Architect shall contract for or employ, at Criteria Architect's expense, Subconsultant(s) to the extent deemed necessary for completion of its Services on the Project, including, but not limited to, applicable Building Components/Disciplines subconsultants, interior designers, and cost estimation providers, all licensed as required by applicable law. Judicial Council reserves the right to reject Criteria Architect's use of any particular Subconsultant. Nothing in the foregoing procedure shall create any contractual relationship between Judicial Council and any Subconsultant(s) employed by Criteria Architect.
- 3.7. If Criteria Architect assigns persons (whether employees, independent contractors, Subconsultants, or agents) to perform Work under this Agreement that requires that the person have access to the systems, whether on-site or by remote access, or premises of Judicial Council or other Judicial Branch entities, Judicial Council has the right, but not the obligation, to conduct a background check or to require Criteria Architect to conduct a background check, as permitted by law, on that person(s) before Judicial Council will grant access to Judicial Council's or other judicial branch entities' premises or systems. Criteria Architect will cooperate with Judicial Council in performing that background check and will promptly notify Judicial Council of any person refusing to undergo a background check and will reassign that person to perform other services. Criteria Architect must obtain all releases, waivers, or permissions required for the release of that information to Judicial Council. Costs incident to background checks are the sole responsibility of Criteria Architect.

#### **Article 4. EMPLOYMENT STATUS**

- 4.1. Criteria Architect will, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow Judicial Council to exercise discretion or control over the professional manner in which Criteria Architect performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by Criteria Architect must be provided in a manner consistent with all applicable standards and regulations governing those Services.
- 4.2. Criteria Architect understands and agrees that Criteria Architect's personnel and Subconsultants are not, and will not be, eligible for membership in, or any benefits from, any Judicial Council group plan for hospital, surgical, or medical insurance or for membership in any Judicial Council retirement program, or for paid vacation, paid sick leave or other leave, with or without pay, or for other benefits which accrue to a Judicial Council employee.
- 4.3. The Criteria Architect shall pay, when due, all applicable income taxes, including estimated taxes incurred by Criteria Architect as a result of the compensation paid by the Judicial Council to the Criteria Architect for the Services. The State is exempt from federal excise taxes and no payment will be made for any taxes levied on Criteria Architect's or any Subconsultants' employees' wages. To the extent permitted by Civil Code section 2782.8, Criteria Architect agrees to indemnify, defend, and hold Judicial Council harmless for any claims, costs, losses, fees, penalties, interest, or damages (including attorney fees and costs) suffered by Judicial Council resulting from Criteria Architect's failure to comply with this provision. Judicial Council may offset any taxes paid by Judicial Council as a result of Criteria Architect's breach of this provision against any amounts owed to Criteria Architect.
- 4.4. If applicable, Criteria Architect shall provide a written, executed document indicating whether Criteria Architect is listed on either or both of the State of California Franchise Tax Board's "Top 500 Delinquent Taxpayers"

(available at <https://www.ftb.ca.gov/aboutFTB/Delinquent-Taxpayers.shtml>) or the California State Board of Equalization's "Top 500 Sales & Use Tax Delinquencies in California" (available at <http://www.boe.ca.gov/sutax/top500.htm>).

- 4.5. Should Judicial Council, in its discretion, or a relevant taxing authority (e.g., the Internal Revenue Service, the State Employment Development Department, etc.) determine that Criteria Architect is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement will be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Criteria Architect, which can be applied against this liability). Judicial Council will then forward those amounts to the relevant taxing authority.
- 4.6. Should a relevant taxing authority determine a liability for past Services performed by Criteria Architect for Judicial Council, upon notification of that fact by Judicial Council, Criteria Architect must promptly remit the amount due or arrange with Judicial Council to have the amount due withheld from future payments to Criteria Architect under this Agreement (and offsetting any amounts already paid by Criteria Architect which can be applied as a credit against that liability).
- 4.7. A determination of employment status pursuant to the preceding two paragraphs will be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Criteria Architect shall not be considered an employee of Judicial Council. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Criteria Architect is an employee for any other purpose, then Criteria Architect agrees to a reduction in Judicial Council's liability resulting from this Agreement, pursuant to principles similar to those stated in the foregoing paragraphs, so that the total expenses of Judicial Council under this Agreement will not be greater than they would have been had the court, arbitrator, or administrative authority determined that Criteria Architect was not an employee.
- 4.8. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

## **Article 5. SCHEDULE OF WORK**

- 5.1. Criteria Architect must commence the Work under this Agreement upon execution and must prosecute the Work diligently as described in **Exhibit B** in accordance with the schedule attached as **Exhibit D**. Time is of the essence and failure of Criteria Architect to perform the Work on time as specified in this Agreement is a material breach of this Agreement.
- 5.2. **Work Authorization.**
  - 5.2.1. By entering into this Agreement, Judicial Council only authorizes Criteria Architect to begin its Work on the Phase indicated on the Cover Sheet of the Agreement.
  - 5.2.2. Judicial Council has the sole and unilateral right to authorize additional Phases; however, those authorizations will be made in the form of an amendment pursuant to this Agreement, authorizing the appropriate Phase and funding specified herein, which must be executed by Criteria Architect and Judicial Council. Work for additional Phases added to the Agreement by amendment will be authorized using Notice to Proceed.
  - 5.2.3. Criteria Architect is not authorized to begin any Work or Services marked "NYA" (Not Yet Authorized).

## **Article 6. FEE AND METHOD OF PAYMENT**

- 6.1. Judicial Council will pay Criteria Architect a fixed fee for all Services contracted for under this Agreement pursuant to the provisions herein and in **Exhibit E** ("Fee"). The compensation for any Extra Services will become part of the Fee upon the Judicial Council's written authorization of those Extra Services.
- 6.2. Criteria Architect's Fee includes, without limitation, all costs for overhead, personnel, administration, profit, travel, offices, and per diem expenses. It includes all deliverables, printing, and shipping under the Agreement.



**Article 7. PAYMENT FOR EXTRA SERVICES**

- 7.1. Extra Services are those services, deliverables, and Reimbursables identified in **Exhibit C**. Any charges for Extra Services will be paid by Judicial Council as described in **Exhibit C** only upon certification that the claimed Extra Services were authorized in writing in advance by the Project Manager, an amendment was executed, and that the authorized Extra Services have been satisfactorily completed. If any service is performed by Criteria Architect without prior written authorization by Judicial Council or Judicial Council's authorized representative, Judicial Council will not be obligated to pay for such service.
- 7.2. A written proposal describing the scope of the Extra Services and listing the personnel, labor duration, rates, and cost shall be submitted by Criteria Architect to the Project Manager for approval, followed by a fully executed amendment before proceeding with the performance of any Extra Services.
- 7.3. The Parties acknowledge that the rates for Extra Services will be good for three years and updated every two years thereafter, based on Bureau of Labor Statistics CPI for Urban Wage Earners and Clerical Workers (CPI-W).

**Article 8. STANDARD OF CARE**

- 8.1. Criteria Architect, its officers, agents, employees, Subconsultants, and any persons or entities for whom Criteria Architect is responsible for, must provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law, applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. Judicial Council's review, approval of, or payment for any of the Services required under this Agreement must not be construed as assent that Criteria Architect has complied, nor in any way relieve, Criteria Architect of compliance, with (i) the applicable standard of care or (ii) applicable statutes, regulations, rules, guidelines, and requirements.
- 8.2. Criteria Architect shall provide Services that comply with all applicable requirements of federal, state, and local law, including, without limitation, the following statutes, regulations, and standards:
  - 8.2.1. California Code of Regulations, Title 24, California Building Standards Code, including all amendments thereto.
  - 8.2.2. California Trial Court Facilities Standards.
  - 8.2.3. California Code of Regulations, Title 19, Regulations of the State Fire Marshal, and all pertinent local fire safety codes, rules, regulations, or ordinances.
  - 8.2.4. Americans with Disabilities Act.
  - 8.2.5. U. S. Copyright Act.
  - 8.2.6. Notwithstanding subsequent approvals by any Authority Having Jurisdiction, Criteria Architect's failure to comply with these requirements shall be considered a material breach of this Agreement.
- 8.3. Criteria Architect is responsible for the cost of construction change orders caused directly by Criteria Architect's willful misconduct or negligent acts, errors, or omissions. Without limiting Criteria Architect's liability for indirect or consequential cost impacts, the direct costs for which Criteria Architect is liable will equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the Work, had that Work been a part of the originally prepared construction documents.

**Article 9. ACCEPTANCE**

- 9.1. In addition to any specific criteria specified in **Exhibit B**, Judicial Council's Project Manager will apply the following criteria in determining whether to accept the Work:
  - 9.1.1. Timeliness: The Work was provided on time and according to the Project schedule;
  - 9.1.2. Completeness: The Work contained all of the attributes and elements required by this Agreement; and

- 9.1.3 Technical Accuracy: The Work complied with specific standards specified in this Agreement.
- 9.2 Judicial Council's acceptance of a Service or Material shall be evidenced only by a written Notice of Acceptance and no other act or communication, or absence of the same, shall be construed as an Acceptance. Acceptance by Judicial Council does not relieve Criteria Architect of its obligations under this Agreement.
- 9.3 If Judicial Council's Project Manager rejects Work, Criteria Architect shall provide a cure in accordance with the provisions of this Agreement.
- 9.4 If Judicial Council's Project Manager does not accept Work and Criteria Architect disputes such action, the Parties agree to first attempt to settle their dispute according to the disputes process set forth herein.

## **Article 10. PERFORMANCE REVIEW**

### **10.1 Performance Review for Criteria Architect.**

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

## **Article 11. SAFETY**

- 11.1. Criteria Architect shall retain full responsibility for the safety of all persons employed or contracted by Criteria Architect, Subconsultants, or suppliers.
- 11.2. Criteria Architect must comply with the safety/security standards and provisions of all applicable local, state, and federal laws, as well as building and construction codes related to performing its Services. This includes the provisions of Title 8 of the California Code of Regulations, California Construction Safety Orders, and all revisions, amendments, and regulations thereto.
- 11.3. Criteria Architect must ensure that prior to any person employed or contracted by Criteria Architect, Subconsultants, or suppliers enters a Project site, that person will only be allowed on the Project site when in full compliance with the "Owner's Badge, Escort, and Entry Policy" attached hereto as **Exhibit G**.

## **Article 12. LABOR COMPLIANCE**

To the extent the Criteria Architect is performing work subject to prevailing wages, the following provisions of this Article apply.

### **12.1. Prevailing Wage.**

12.1.1. Criteria Architect and all Subconsultants under Criteria Architect shall pay all workers on Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, as determined by the Director of the Department of Industrial Relations, State of California, for the type of Work performed and the locality in which the Work is to be performed, pursuant to Sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the

Director of the State of California Department of Industrial Relations, are on file at the Judicial Council's principal office. Prevailing wage rates are also available on the internet (at <http://www.dir.ca.gov>).

- 12.1.2. Criteria Architect shall ensure that Criteria Architect and all of Criteria Architect's Subconsultants execute the Prevailing Wage and Related Labor Requirements Certification attached to the Contract and incorporated herein.
- 12.1.3. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Criteria Architect shall post job site notices, as prescribed by regulation. Criteria Architect shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

## **12.2. Registration.**

- 12.2.1. Criteria Architect shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records ("CPR(s)") to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations ("DIR"). Labor Code section 1771.1(a) states the following:
  - 12.2.1.1. "A contractor or subcontractor shall not be qualified to bid on or be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this Section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."
- 12.2.2. Criteria Architect shall, and shall ensure that all Subconsultants, comply with Labor Code section 1725.5, including without limitation the registration requirements with the Department of Industrial Relations that are set forth in Labor Code section 1725.5. Criteria Architect represents to Judicial Council that all Subconsultants are registered pursuant to Labor Code section 1725.5. Criteria Architect shall not permit any Subconsultants to perform Work on the Project without first verifying the Subconsultant is properly registered with the DIR, as required by law, and then providing this information in writing to Judicial Council. Criteria Architect acknowledges that, for purposes of Labor Code section 1725.5, this Work is public work to which Labor Code section 1771 applies.

## **12.3. Hours of Work.**

- 12.3.1. Notwithstanding the timing and duration of the Work under the Contract, which is subject to Court activities and other coordination required for occupied facilities, as provided in Article 3 (commencing at Section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Criteria Architect or by any Subconsultant on any subcontract under this Contract, upon the Work or upon any part of the Work contemplated by this Contract, shall be limited and restricted by Criteria Architect to eight (8) hours per day and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Criteria Architect in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
- 12.3.2. Criteria Architect shall keep and shall cause each Subconsultant to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Criteria Architect in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of Judicial Council and to the Division of Labor Standards Enforcement of the DIR.
- 12.3.3. Pursuant to Labor Code section 1813, Criteria Architect shall, as a penalty to the Judicial Council, forfeit the statutory amount (believed by Judicial Council to be currently twenty-five dollars (\$25)) for each worker employed in the execution of this Contract by Criteria Architect or by any Subconsultant, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), chapter 1, part 7, division 2, of the Labor Code.
- 12.3.4. Any Work necessary to be performed after regular working hours, or on Sundays or other holidays, shall be performed without additional expense to Judicial Council.

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

#### **12.4. Payroll Records.**

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

12.4.2. All CPRs shall be available for inspection at all reasonable hours at the principal office of Criteria Architect on the following basis:

12.4.2.1. A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

12.4.2.2. CPRs shall be made available for inspection or furnished upon request to a representative of Judicial Council, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.

12.4.2.3. CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either Judicial Council, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Criteria Architect, Subconsultants, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Criteria Architect.

12.4.3. The form of certification for the CPRs shall be as follows:

I, (Name-Print), the undersigned, am the (Position in business) with the authority to act for and on behalf of (Name of business and/or Criteria Architect), certify under penalty of perjury that the records or copies thereof submitted and consisting of (Description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individual named, and we have complied with the requirements of Sections 1771, 1811, and 1815 of the Labor Code for any work performed by our employees on the Project.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

(Section 16401 of Title 8 of the California Code of Regulations)

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

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

12.4.6. Criteria Architect shall inform Judicial Council of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) business days, provide a notice of change of location and address.

12.4.7. In the event of noncompliance with the requirements of this Section, Criteria Architect shall have ten (10) days in which to comply, subsequent to receipt of written notice, specifying in what respects Criteria Architect must comply with this Section. Should noncompliance still be evident after the ten (10) day period, Criteria Architect shall, as a penalty to Judicial Council, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of

Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

12.4.8. It shall be the responsibility of Criteria Architect to ensure compliance with the provisions of Labor Code section 1776.

## **12.5. Apprentices.**

- 12.5.1. Criteria Architect acknowledges and agrees that if this Contract involves a dollar amount greater than, or a number of working days greater than, that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Criteria Architect to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.
- 12.5.2. Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed, provided they are properly registered in full compliance with the provisions of the Labor Code.
- 12.5.3. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed, only at the work of the craft or trade to which he/she is registered.
- 12.5.4. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.
- 12.5.5. Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Criteria Architect and any Subconsultants employing workers in any apprenticeable craft or trade, in performing any Work under this Contract, shall apply to the applicable joint apprenticeship committee for a certificate approving the Criteria Architect or Subconsultant under the applicable apprenticeship standards, and fixing the ratio of apprentices to journeymen employed in performing the Work.
- 12.5.6. Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Criteria Architect and any Subconsultant may be required to make contributions to the apprenticeship program.
- 12.5.7. If Criteria Architect or Subconsultant willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:
  - 12.5.7.1. Be denied the right to bid or propose on any subsequent project for one (1) year from the date of such determination; and
  - 12.5.7.2. Forfeit, as a penalty, to Judicial Council, the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.
- 12.5.8. Criteria Architect and all Subconsultants shall comply with Labor Code section 1777.6, which forbids certain discriminatory practices in the employment of apprentices.
- 12.5.9. Criteria Architect shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California, 94102.
- 12.5.10. Criteria Architect shall ensure compliance with all certification requirements for all workers on the Project, including, without limitation, the requirements for electrician certification in Labor Code sections 108 et seq.

## **Article 13. ACCOUNTING AND AUDITS**

- 13.1. Criteria Architect must establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Criteria Architect transacted under this Agreement. Criteria Architect shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

- 13.2. Pursuant to Government Code Section 8546.7, this Agreement is subject to examination and audit of the State Auditor as specified in the code. Criteria Architect shall permit Judicial Council, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and original records, and to make audit(s) of all billing statements, invoices, original records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that Judicial Council shall give reasonable prior Notice to Criteria Architect and shall conduct audit(s) during Criteria Architect's normal business hours, unless Criteria Architect otherwise consents.
- 13.3. If an audit or Judicial Council internal review reveals that Criteria Architect and/or its Subconsultant(s) have overcharged Judicial Council, Criteria Architect will immediately pay to Judicial Council the overcharged amount plus interest from the date of receipt of overpayment. The rate of interest will be equal to eighteen percent (18%) per year, or the maximum rate permitted by applicable law, whichever is less. The audit or Judicial Council internal review will be conducted at Judicial Council's expense, unless the audit or review reveals that Criteria Architect and/or its Subconsultant(s) has overcharged the Judicial Council by ten percent (10%) or more on any invoice, in which case the Criteria Architect will reimburse the Judicial Council for all costs and expenses incurred by the Judicial Council in connection with such audit or review, including direct and indirect costs associated with Judicial Council representatives. This remedy shall not be exclusive to any other remedies available to Judicial Council, including, without limitation, a claim against Criteria Architect for a False Claim pursuant to the False Claims Act (Gov. Code § 12650 et seq.).
- 13.4. **IMS/Monetary Penalties.** Judicial Council shall be entitled to remedy any "False Claims," as defined in California Government Code section 12650 et seq., made to Judicial Council by Criteria Architect or any Subconsultant under the standards set forth in Government Code section 12650 et seq. Any Criteria Architect or Subconsultant who submits a False Claim shall be liable to Judicial Council for three (3) times the amount of damages that Judicial Council sustains from the False Claim. If Criteria Architect and/or Subconsultant submits a False Claim, they shall also be liable to the Judicial Council for: (a) the costs, including attorney fees, of a civil action brought to recover any of those penalties or damages, and (b) a civil penalty of up to \$10,000 for each false claim.
- 13.5. **Accounting System Requirements.** Criteria Architect shall maintain, and shall ensure, that its Subconsultant(s) maintain, an adequate system of accounting and internal controls that meets GAAP.
- 13.6. The obligations of this Section shall survive the expiration of, and any termination of, this Agreement.

**Article 14. COST DISCLOSURE – DOCUMENTS AND WRITTEN REPORTS**

- 14.1. Criteria Architect is responsible for compliance with California Government Code section 7550 if the total cost of the Agreement is over Five Thousand Dollars (\$5,000).

**Article 15 CRITERIA ARCHITECT'S USE OF COMPUTER SOFTWARE**

- 15.1. By execution of the Agreement, Criteria Architect certifies that it has appropriate systems and controls in place to ensure that Judicial Council funds will not be used in the performance of the Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

**Article 16. OWNERSHIP OF DATA**

- 16.1. Everything created, developed, or produced in the course of Criteria Architect's performance of the Services, including, without limitation, all drawings and specifications, reports, records, files, documents, memoranda, schedules, recordings, information, and other materials or data (collectively, "Data") in any form, prepared, or in the process of being prepared, are works made for hire by Criteria Architect for Judicial Council and are the sole property of Judicial Council without further employment or the payment of additional compensation to Criteria Architect. Judicial Council owns all of the rights, titles, 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 is not works for hire, Criteria Architect hereby irrevocably assigns its entire right, title, and interest in and to all the Data and the Intellectual Property Rights therein, to Judicial Council. At Judicial Council's request, Criteria Architect will assist Judicial Council in Judicial Council's prosecution, perfection, and registration of any or all Intellectual Property Rights in the Data. Criteria Architect irrevocably appoints Judicial Council as its attorney in fact, coupled with an interest, to take all actions and execute and file all documents that

Judicial Council deems necessary to perfect Judicial Council's interest and Intellectual Property Rights in the Data as set forth herein.

- 16.2. Judicial Council is entitled to access copies of the Data, in whatever form, including without limitation, Computer Aided Design (CAD), at all times during the Term of the Agreement. Any Data in the possession of Criteria Architect or in the possession of any Subconsultant upon completion or termination of the Agreement must be immediately delivered to Judicial Council. If Data is lost, damaged, or destroyed before final delivery to Judicial Council, Criteria Architect must replace the Data at its own expense and the Criteria Architect assumes all risks of loss, damage, or destruction of or to the Data.
- 16.3. After completion of the Project or after termination of this Agreement, Criteria Architect must deliver to Judicial Council a complete set of Project records, including without limitation, all documents generated by Criteria Architect. Copies of all documents exchanged with, or copied to (or from) all other Project participants, must be indexed using a file index numbering scheme provided or approved by the Project Manager and appropriately organized for easy use by Judicial Council personnel. All Project records are property of Judicial Council, whether or not those records are in Criteria Architect's possession.
- 16.4. Judicial Council expressly acknowledges and agrees that the Data to be provided by Criteria Architect under the Agreement may contain certain design details, features, and concepts from Criteria Architect's best practices detail library, which collectively may form portions of the design for the Project, but which separately are, and shall remain, the sole and exclusive property of Criteria Architect. Nothing herein shall be construed as a limitation on Criteria Architect's right to re-use such component design details, features, and concepts on other projects, in other contexts or for other clients.
- 16.5. Judicial Council acknowledges Criteria Architect's work product, including electronic files, as instruments of professional service. If Judicial Council reuses or makes any modification to Criteria Architect's work product without the prior written authorization of Criteria Architect, Judicial Council agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless Criteria Architect, and its officers, directors, employees, and Subconsultants, against any damages, liabilities, or costs, including reasonable attorney fees and defense costs, arising from, or in any way connected, with the reuse or modification of Criteria Architect's work product by Judicial Council, or by any person or entity that lawfully acquires or obtains Criteria Architect's work product from or through Judicial Council, without the written authorization of Criteria Architect.

## **Article 17. ROYALTIES AND PATENTS**

- 17.1. Criteria Architect must pay all royalties and license fees related to this Agreement.
- 17.2. To the extent permitted under Civil Code section 2782.8, Criteria Architect shall hold the Indemnified Parties harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used by Criteria Architect or its Subconsultants in connection with this Agreement.
- 17.3. To the extent permitted under Civil Code section 2782.8, Criteria Architect, at its own expense, shall defend any action brought against the Indemnified Parties to the extent such action is based upon a Claim that any Data or Materials supplied by Criteria Architect or its Subconsultants infringes a United States patent or copyright or violates a trade secret. Criteria Architect shall pay those costs and damages finally awarded against the Indemnified Parties in any such action. Such defense and payment shall be conditioned on the following:
  - 17.3.1. That Criteria Architect shall be notified within a reasonable time in writing by Judicial Council of any Notice of such claim; and,
  - 17.3.2. That Criteria Architect shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, except where any such settlement or compromise would not fully resolve the outstanding claim and would expose Judicial Council to any future liabilities related thereto. When principles of government or public law are involved, Judicial Council, the Court(s) and/or the State shall have the option to participate in such action at its own expense.
- 17.4. Should the Data or Materials become the subject of a claim of infringement of a United States patent or copyright or a trade secret, Judicial Council shall permit Criteria Architect, at its option and expense, either to procure for Judicial Council and/or the Court(s) the right to continue using the Data or Materials, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or an injunction prevents the use of those Data or Materials by Judicial Council and/or the Courts, Criteria Architect agrees to take back such Data or Materials and make every reasonable effort to assist Judicial Council and/or the Courts in

procuring substitute Data or Materials of the reasonably same value and quality. If, at the election of Judicial Council in its sole discretion, the return of such infringing Data or Materials makes the retention of other Data or Materials acquired from Criteria Architect under this Agreement impractical, Judicial Council shall then have the option of terminating the Agreement, in its entirety, without penalty or termination charge. Criteria Architect agrees to take back the infringing Data or Materials and refund any sums that Judicial Council has paid Criteria Architect less any reasonable amount for use or damage. The rights and remedies of Judicial Council provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **Article 18. JUDICIAL COUNCIL'S PROPRIETARY OR CONFIDENTIAL INFORMATION**

- 18.1. Criteria Architect understands and agrees that, in the performance of the Services under this Agreement, or in contemplation thereof, Criteria Architect may have access to private or Confidential Information which may be owned or controlled by, or otherwise in the possession of, Judicial Council, and that information may contain proprietary or confidential details, and the disclosure of which to third parties may be damaging to Judicial Council. This Confidential Information may include, but is not limited to, information related to security systems in court buildings, security systems in detention facilities, and the design and construction of those systems.
- 18.2. Criteria Architect agrees that all Confidential Information disclosed by Judicial Council to Criteria Architect must be held in confidence and used only in the performance of the Agreement.
- 18.3. Criteria Architect shall exercise the same standard of care to protect this private or Confidential Information as the Criteria Architect uses to protect its own proprietary information, and, in any case, no less than a reasonably prudent person or entity would use to protect its own proprietary information.
- 18.4. It is understood, however, that Criteria Architect may disclose Judicial Council's confidential information on a "need to know" basis to Criteria Architect's employees, Criteria Architect's Subconsultants, and the Subconsultants' employees, and as required by law. Criteria Architect must execute written agreements with any employee or Subconsultant receiving Judicial Council's Confidential Information that incorporate this Article and obligate the recipient of the Confidential Information to comply with the provisions set forth herein.
- 18.5. Notwithstanding the foregoing, Criteria Architect may disclose Confidential Information: (i) to the extent necessary to comply with any law, rule, regulation, or applicable ruling; or (ii) as appropriate to respond to any summons or subpoena. Criteria Architect shall provide Notice to Judicial Council within a reasonable time prior to any such disclosure so that Judicial Council may take any protective measure(s) to prevent the disclosure of Confidential Information.
- 18.6. Neither Criteria Architect nor its Subconsultants shall acquire a right or title in, or to, the Confidential Information as a result of any disclosure contemplated hereunder.
- 18.7. Judicial Council reserves the right to disclose all Data and Materials provided under this Agreement to Third Parties for the purpose of validation of the quality of Criteria Architect's Work and to use all Data and Materials for their intended purpose. Any disclosure of Confidential Information pursuant to this Section shall not affect the confidential nature of any Confidential Information.
- 18.8. Criteria Architect agrees that monetary damages are inadequate to remedy any breach or threatened breach of this Section, and, accordingly, consents to injunctive relief for any breach or threatened breach hereof without the posting of any bond.

#### **Article 19. LIMITATION ON PUBLICATION**

- 19.1. Criteria Architect must not publish, or submit for publication, any article, press release, or other writing relating to Criteria Architect's Services for Judicial Council without prior review and written permission by Judicial Council. Judicial Council shall endeavor to review any request for publication within thirty (30) days of submission to the Project Manager, and if permission is denied, Judicial Council will provide its reasons for denial in writing.

#### **Article 20. COVENANT AGAINST CONTINGENT FEES**

- 20.1. Criteria Architect warrants that neither Criteria Architect, nor any of its employees, nor Subconsultant(s) or their employees, have provided, or shall at any time provide, any gratuity in the form of money, tangible item(s),



- intangible benefit(s), or in any other form, to any officer, official, agent, or employee of Judicial Council, any Judicial Branch Entity, or of the Court(s), for the purpose of securing or having secured award of this Agreement.
- 20.2. Criteria Architect warrants that neither Criteria Architect, nor any of its employees, nor Subconsultant(s) or their employees, have provided or shall at any time provide any gratuity in the form of money, tangible item(s), intangible benefit(s), or in any other form, to any officer, official, agent, or employee of the Judicial Council, any Judicial Branch Entity, or of the Court(s), for the purpose of securing an outcome favorable to Criteria Architect or any of its Subconsultant(s), resulting from any decisions made regarding the use of the State funds encumbered or to be encumbered under this Agreement.
- 20.3. Criteria Architect warrants that neither Criteria Architect, nor any of its employees nor Subconsultant(s) or their employees, will knowingly allow any Third Party to provide any gratuity in the form of money, tangible item(s), intangible benefit(s), or in any other form to any officer, official, agent, or employee of the Judicial Council, any Judicial Branch Entity, or of the Court(s), for the purpose of securing an outcome favorable to Criteria Architect or any of its Subconsultant(s), resulting from any decisions made regarding the use of the State funds encumbered or to be encumbered under this Agreement.
- 20.4. For breach or violation of any of the aforesaid warranties, Judicial Council will have the right to terminate this Agreement, and any loss or damage sustained by Judicial Council in procuring, on the open market, any Work which the Criteria Architect has agreed to supply, shall be borne, and paid for, by Criteria Architect. The rights and remedies of Judicial Council provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **Article 21. CONFLICT OF INTEREST**

- 21.1. **Conflict of Interest.** Criteria Architect and employees of Criteria Architect must not participate in proceedings that will result in decision-making regarding the use of Judicial Council funds, or that are sponsored by Judicial Council, if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. Criteria Architect and employees of Criteria Architect must also avoid actions resulting in, or creating, the appearance of:
- 21.1.1. Use of an official position with the government for private gain;
  - 21.1.2. Preferential treatment to any particular person associated with this Agreement or the Work of this Agreement;
  - 21.1.3. Loss of independence or impartiality;
  - 21.1.4. Impropriety;
  - 21.1.5. A decision made outside official channels; or
  - 21.1.6. Adverse effects on the confidence of the public in the integrity of the government or this Agreement.
- 21.2. Criteria Architect shall comply with Judicial Council's Conflict of Interest Policy for Design Build Projects, included as **Exhibit H**.
- 21.3. **Prohibited Financial Conflict of Interest.** Criteria Architect and its Subconsultants presently have no interest and will not acquire any interest which would present a conflict of interest pursuant to California Government Code sections 1090 et seq. and 87100 et seq., during the performance of Services pursuant to this Agreement. Criteria Architect further certifies that, to the best of its knowledge after due inquiry, no employees or agents of Judicial Council are now, nor in the future will they be, in any manner interested directly or indirectly in this Agreement, or in any profits expected to arise from this Agreement, as set forth in California Government Code sections 1090 et seq. and 87100 et seq.
- 21.4. **Conflict of Interest for Former Judicial Council Employees.** Criteria Architect certifies and must require any Subconsultant to certify to the following: Former Judicial Council 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 this Agreement, or for one year from the date of separation if that employee was in a policy-making position, or in any part of the decision-making process, in the same general subject area as the proposed contract, within the twelve (12) month period after his or her employment with Judicial Council.
- 21.5. **Fair Political Practices.** All Criteria Architect personnel identified as Key Personnel in this Agreement must complete and submit California Fair Political Practices Commission - Form 700 on a yearly basis over the duration of this Agreement.

## **Article 22. RESPONSIBILITIES OF THE COUNCIL**

- 22.1. Judicial Council will provide to Criteria Architect complete information regarding Judicial Council's requirements for the Project.
- 22.2. Judicial Council will provide to Criteria Architect a legal description of the Project site and all reports, surveys, drawings, and tests in Judicial Council's possession that concern the conditions of the Project site.
- 22.3. Judicial Council will examine the documents submitted by Criteria Architect and will render decisions so as to avoid unreasonable delay in the process of Criteria Architect's Services.
- 22.4. The Project Manager will be available during normal business hours and as often as may be required to render decisions and to furnish information in a timely manner.

**Article 23. WARRANTY OF CRITERIA ARCHITECT**

- 23.1. Criteria Architect warrants that Criteria Architect is properly licensed and/or certified under the laws and regulations of the State of California to provide all the Services that it has herein agreed to perform.
- 23.2. Criteria Architect warrants and represents that Criteria Architect shall ensure that any of its employees or Subconsultants, including, but not limited to, its engineering Subconsultant(s), providing a Service(s) contemplated by this Agreement, have and maintain throughout their work, all license(s) required under law to provide the Service(s).
- 23.3. If the possession of a license(s) is required under law for the performance of a Service(s), Criteria Architect warrants and represents that that Service(s) will either be performed by appropriately licensed individuals or under the direct supervision and subject to the review and approval of appropriately licensed individuals.

**Article 24. FORCE MAJEURE**

- 24.1. Neither Party shall be liable for damages, nor have the right to terminate this Agreement, for any delay or default in performing hereunder if such delay or default is due to an act of Force Majeure. If an act of Force Majeure prevents Criteria Architect's performance of the Work hereunder, Judicial Council shall be excused from compensating Criteria Architect until the act of Force Majeure no longer prevents Criteria Architect's performance of the Work.

**Article 25. DISPUTE RESOLUTION**

- 25.1. **Informal Negotiations.** The Parties must make a good faith attempt to promptly resolve all disputes by informal negotiation.
- 25.2. **Demand.** If a dispute is not settled pursuant to informal negotiations, the Party submitting a dispute ("Submitting Party") must make written demand ("Demand") in the form of a Notice to the Party receiving the Demand ("Receiving Party"). The Demand must be supported by detailed factual information and supporting documentation, including the following information:
  - 25.2.1. State the specific Agreement provisions on which the Demand is based.
  - 25.2.2. If the Demand regards a cost adjustment, state the exact amount of the cost adjustment accompanied by all records supporting the Demand.
  - 25.2.3. The Demand must include a written statement signed by an authorized representative of the Submitting Party indicating that the Demand is made in good faith, that the supporting data and documents are accurate and complete, and that the amount requested accurately reflects the adjustment for which the Submitting Party claims the Receiving Party is responsible.
- 25.3. **Response to Demand.** The Receiving Party must within fourteen (14) days, provide a written response ("Response") to the Submitting Party. The Response must state whether the Receiving Party:
  - 25.3.1. Accepts or rejects the Demand; or
  - 25.3.2. Needs any additional information in order for it to fully analyze the Demand.
  - 25.3.3. The Submitting Party must promptly comply with Receiving Party's request for additional information. Any delay caused by Submitting Party's failure to respond to a request for additional information shall extend the period within which the Receiving Party must provide the Response. In no event, however, will the time period for a Response be extended beyond thirty (30) days from the date the Receiving Party receives the Demand. Failure of the Receiving Party to provide a Response within this time period will be deemed a rejection of the Demand by the Receiving Party.

- 25.4. **Senior Level Negotiations.** If the Demand remains unresolved after the time period for a Response, the Parties must attempt to resolve the Demand by negotiations between assigned representatives of the Parties. The representatives shall meet as often as they deem reasonably necessary to resolve the Demand. The Parties must make a good faith effort to resolve the Demand within a period of thirty (30) days after the time period for a Response.
- 25.5. **Mediation.** If the Demand is not resolved by negotiations of the Parties' assigned representatives, the Parties must make a good faith attempt to promptly resolve the dispute through mediation prior to either Party initiating an action in court.
- 25.6. **Litigation.** If, after mediation pursuant to Section 23.5, the parties have not resolved the dispute, the Receiving Party's decision made pursuant to Section 23.5 (a) will be conclusive and binding regarding the dispute unless the Submitting Party commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the conclusion of such mediation, or one (1) year following the accrual of the cause of action, whichever is later. In the event of litigation of a dispute arising from or related to this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.
- 25.7. **Confidentiality.** To the extent permitted by applicable law, all discussions and negotiations conducted pursuant to this Article are confidential and will be treated as compromise and settlement negotiations to which California Evidence Code section 1152 applies. Mediation will be confidential and will be subject to the provisions of California Evidence Code sections 703.5 and 1115 through 1128.
- 25.8. **Continuation of Work.** Pending the final resolution of any dispute arising under, related to, or involving this Agreement, Criteria Architect agrees to diligently proceed with the performance of this Agreement, including the delivery of deliverables or providing of Services, in accordance with Judicial Council's instructions. Criteria Architect's failure to diligently proceed in accordance with Judicial Council's instructions will be considered a material breach of this Agreement.
- 25.9. **Notices.** All written Notices required under this Article must be made pursuant to the "Communications/Notice" provision of this Agreement.

## **Article 26. TERMINATION OF AGREEMENT**

- 26.1. **Termination of Agreement with Criteria Architect for Cause.** If Criteria Architect fails to perform Criteria Architect's duties to the satisfaction of the Judicial Council, or if Criteria Architect fails to fulfill in a timely and professional manner Criteria Architect's material obligations under this Agreement, or if Criteria Architect violates any of the material terms or provisions of this Agreement, Judicial Council has the right to terminate this Agreement effective immediately upon Judicial Council giving written Notice of termination and specifying the reasons for termination to Criteria Architect. In the event of a termination for cause pursuant to this Article, Criteria Architect may invoice Judicial Council for all Work performed up to the Notice of termination, but Judicial Council has the right to withhold payment and deduct any amounts equal to Judicial Council's costs resulting from Criteria Architect's actions, errors, or omissions that caused Judicial Council to terminate the Agreement with Criteria Architect.
- 26.2. **Termination of Agreement with Criteria Architect for Convenience.** Judicial Council has the right, in its sole discretion, to terminate the Agreement for its own convenience. In the event of a termination for convenience, Criteria Architect may invoice Judicial Council, which will pay all undisputed invoice(s) for Work performed until the Notice of termination. This will be the only amount(s) potentially owing to Criteria Architect if there is a termination for convenience.
- 26.3. **Termination by Judicial Council for Non-Appropriation or No Authorizations; Judicial Council's Obligation Subject to Availability of Funds.**
- 26.3.1. Judicial Council's obligation under this Agreement is subject to the availability of authorized funds. Judicial Council may terminate the Agreement or any part of the Work, without prejudice to any right or remedy of Judicial Council, for lack of appropriation of funds and/or Judicial Council's determination not to authorize specific Work or Phases. If expected or actual funding is withdrawn, reduced, or limited in any way prior to the expiration date set forth in this Agreement, or if Judicial Council determines not to authorize further Work of Phases not yet authorized, Judicial Council may terminate this Agreement in whole or in part, upon written Notice to Criteria Architect.

- 26.3.2. Payment to Criteria Architect shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
- 26.3.2.1. Judicial Council will be liable only for payment in accordance with the terms of this Agreement for Services rendered prior to the effective date of termination; and
  - 26.3.2.2. Criteria Architect will be released from any obligation to provide further Services pursuant to the Agreement, as are affected by the termination.
- 26.3.3. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should an appropriation not be approved, Judicial Council, in its sole discretion, may terminate the Agreement at the close of the current appropriation year. However, in lieu of terminating the Agreement, Judicial Council, in its sole discretion, may choose to suspend the Project in accordance with the suspension of project provision below. The appropriation year ends on June 30 of each year.
- 26.4. **Actions of Criteria Architect upon Termination.** Immediately upon receipt of a Notice of termination, Criteria Architect shall, unless otherwise instructed in writing by Judicial Council, proceed with diligence to take all actions necessary to affect the rapid and economical termination of its obligations under this Agreement and to minimize any liability of Criteria Architect and/or Judicial Council to any third party(ies) that could result from such termination.
- 26.5. **Termination Communication.** Judicial Council, at its sole discretion, may dictate when and how the termination will be affected. Such actions may include, but are not limited to, the following:
- 26.5.1. When the termination is effective.
  - 26.5.2. When the termination of performance of certain Services and provision of Materials under this Agreement will occur.
  - 26.5.3. When Subconsultants are to be notified of the termination.
  - 26.5.4. Whether Judicial Council asserts an interest in any not yet complete Materials.
  - 26.5.5. Criteria Architect's schedule to provide Judicial Council with Work or Material created in the course of the performance of Services hereunder.
- 26.6. **Termination of Agreement by Criteria Architect.** Criteria Architect has the right to terminate this Agreement if Judicial Council does not fulfill its material obligations under this Agreement and fails to cure a default of such material obligations within sixty (60) days, or if the default cannot be cured within sixty (60) days, to commence to cure a default, diligently pursue the cure, and complete the cure within a reasonable time. This sixty (60) day cure period begins to run only after Judicial Council's receipt of a written Notice and demand from Criteria Architect to Judicial Council to cure a default of a material obligation(s).
- 26.7. **Rights.** Except as indicated in this Article, termination will have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of termination.
- 26.8. **Suspension of Project.**
- 26.8.1. Judicial Council may, in its sole discretion, suspend the Project by written Notice. Criteria Architect will be compensated for Services performed prior to Notice of suspension.
  - 26.8.2. If the Project is suspended by Judicial Council for less than one hundred and eighty (180) consecutive days, Criteria Architect will reduce or suspend its services as directed by Judicial Council.
  - 26.8.3. If the Project is suspended by the Judicial Council for more than one hundred and eighty (180) consecutive days, then when the Project is resumed, the schedule will be adjusted, and Criteria Architect's compensation will be equitably adjusted to provide for expenses incurred in the resumption of Criteria Architect's Services.
  - 26.8.4. Upon resumption of the Project after suspension, Criteria Architect will take all reasonable efforts to maintain the same Project personnel.

## Article 27. CRITERIA ARCHITECT'S INSURANCE

- 27.1. **General Requirements.** General Requirements for Criteria Architect's Insurance:

- 27.1.1. By requiring the minimum insurance set forth in this Agreement, Judicial Council shall not be deemed or construed to have assessed the risks that may be applicable to Criteria Architect under this Agreement. Criteria Architect shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage.
- 27.1.2. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Criteria Architect; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of, or broader than, the minimum required coverage and/or minimum required limits which are applicable to a given loss, shall be available to Judicial Council in compliance with the insurance requirements set forth in this Agreement. Judicial Council may, in its sole discretion, accept self-insurance or risk-pool coverage as a substitute for any of the required insurance policies under this Agreement. No representation is made by Judicial Council that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Criteria Architect under this Agreement.
- 27.1.3. Criteria Architect shall obtain and maintain the required insurance for the duration of this Agreement with an insurance company or companies acceptable to Judicial Council, in its sole discretion, and that are rated "A-VII" or higher by A. M. Best's key rating guide and are authorized to do business in the State.
- 27.1.4. For all insurance policies required under this Agreement, no deductible shall exceed five (5) percent of the minimum limit of insurance required under this Agreement unless authorized in writing by Judicial Council. Any Criteria Architect deductible must be clearly stated on the appropriate certificate of insurance.
- 27.1.5. Self-Insured Retentions (SIR(s)) must be declared to, and approved in writing by, Judicial Council. Judicial Council may require Criteria Architect to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or Judicial Council. Any and all deductibles and SIRs shall be the sole responsibility of Criteria Architect or Subconsultant who procured such insurance, and shall not apply to the Indemnified Parties. Judicial Council may deduct from any amounts otherwise due Criteria Architect to fund the SIR. Policies shall NOT contain any SIR provisions that limit the satisfaction of the SIR to the named insured. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR. Judicial Council reserves the right to obtain a copy of any policies and endorsements for verification.
- 27.1.6. Criteria Architect is responsible for, and may not recover from, the State, Judicial Council, or the Court, any deductible or SIR that is connected to the insurance required under this Agreement. If self-insured, Criteria Architect warrants that it will maintain funds to cover losses required to be insured against by Criteria Architect under the terms of this Agreement.
- 27.1.7. Criteria Architect, prior to commencement of the Work, shall provide Judicial Council with certificates of insurance and signed insurance policy endorsements, on forms acceptable to Judicial Council, as evidence that the required insurance is in full force and effect. The insurance required under this Agreement, and any excess liability or umbrella liability insurance that Criteria Architect maintains in compliance with the terms of this "General Requirements" subsection, (with the exception of Professional Liability Insurance, if required), must be endorsed to include the [State Public Works Board], State of California, Judicial Council of California, Superior Court of California, County in which the Project is located, and their respective elected and appointed officials, judicial officers, officers, employees, and agents as additional insureds. No payments will be made to Criteria Architect until all required current and complete certificates of insurance and signed insurance policy endorsements are properly endorsed and on file with Judicial Council.
- 27.1.8. The insurance required under this Agreement, including all required additional insured coverages, must be endorsed to be primary and non-contributory to any insurance or self-insurance maintained by the State,, Judicial Council, or the Court. Criteria Architect's liabilities under this Agreement shall not be limited in any manner to the insurance coverage required.
- 27.1.9. Failure to provide the documentation as required, prior to the commencement of Work, shall not constitute or be construed as a waiver of the obligation to provide such documentation.
- 27.1.10. The Certificates of Insurance must be addressed and mailed to:

[Insert Name]  
Contract Specialist, Branch Accounting and Procurement  
Contract Number [insert contract number here]  
Judicial Council of California  
455 Golden Gate Avenue  
San Francisco, CA 94012

- 27.1.11. All insurance policies required under this Agreement must remain in force for the entire duration of this Agreement. If the insurance expires during the Term of this Agreement, Criteria Architect shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsement(s), or Criteria Architect will be in breach of this Agreement, and Judicial Council may direct Criteria Architect to stop work or may take other remedial action. Criteria Architect must provide renewal insurance certificates and signed policy endorsements to Judicial Council on or before the expiration date of the previous insurance certificates and signed policy endorsements. Any new insurance procured by Criteria Architect must conform to the requirements of this Agreement.
- 27.1.12. In the event Criteria Architect fails to keep the specified insurance coverage in force at all times required under this Agreement, Judicial Council may, in addition to and without limiting any other remedies available to it, (i) order Criteria Architect to stop work, or (ii) terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- 27.1.13. Criteria Architect, and each insurer providing insurance required under this Agreement, expressly waives all rights of recovery and subrogation rights it may have against the State, Judicial Council, Court, and their respective elected and appointed officials, judicial officers, officers, employees, and agents for direct physical loss or damage to the Work, and for any liability arising out of, or in connection with, the Work performed by Criteria Architect under this Agreement, or arising out of, or in connection with, Criteria Architect's breach of this Agreement. This provision does not apply to professional liability insurance policies.
- 27.1.14. Criteria Architect shall provide Judicial Council with written notice within TEN (10) calendar days of becoming aware of a material change or cancellation of the insurance policies required under this Agreement. In the event of expiration or cancellation of any insurance policy, Criteria Architect shall immediately notify Judicial Council's Project Manager.
- 27.1.15. Judicial Council reserves the right to request certified copies of any of the insurance policies required under this Agreement, which must be provided by Criteria Architect within TEN (10) business days following the request by Judicial Council.
- 27.1.16. Criteria Architect must require insurance from its Subconsultants in substantially the same form as required of the Criteria Architect herein, and with limits of liability that are sufficient to protect the interests of the Criteria Architect, State, Judicial Council, and Superior Court of California in the County in which the Project is located.
- 27.2 **Insurance Requirements.** Throughout the term of the Agreement, Criteria Architect must maintain, at a minimum, and in full force and effect, the following insurance:
- 27.2.1 Professional Liability. Professional Liability Insurance shall include coverage for any negligent act, error, or omission committed, or alleged to have been committed, which arises out of rendering or failure to render the Work provided under the terms of this Agreement. The policy shall provide limits of not less than \$5,000,000 per claim or per occurrence and \$5,000,000 annual aggregate. If the policy is written on a "claims made" form, Criteria Architect shall continue such coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the 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 Work commences pursuant to the Agreement.
- 27.2.2 Commercial General Liability. Commercial General Liability Insurance shall be written on an occurrence form with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage and \$4,000,000 annual aggregate. The policy shall include coverage for liabilities arising out of, or in connection with, premises, operations, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy shall include coverage for property damage resulting from

explosion, collapse, or underground hazard. This insurance shall apply separately to each insured against whom a claim is made or suit is brought. The products and completed liability shall extend for not less than three (3) years past the completion of the Work or the termination of this Agreement, whichever occurs first.

- 27.2.3 Commercial Automobile Liability. Commercial Automobile Liability Insurance shall have limits of not less than \$1,000,000 per accident. This insurance must cover liability arising out of or in connection with the operation, use, loading, or unloading of a motor vehicle assigned to or used in connection with the Work including, without limitation, owned, hired, and non-owned motor vehicles.
- 27.2.4 Workers' Compensation. If Criteria Architect has employees, it shall maintain workers' compensation insurance as required by law. Employer's liability limits shall be not less than \$1,000,000 for each accident, \$1,000,000 as the aggregate disease policy limit, and \$1,000,000 as the disease limit for each employee. If Criteria Architect does not have employees, it shall provide a letter, on company letterhead, to Judicial Council, certifying, under penalty of perjury, that it does not have employees. Upon Judicial Council's receipt of the letter, Criteria Architect shall not be required to maintain workers' compensation insurance.
- 27.2.5 Umbrella Policies. Criteria Architect may satisfy basic coverage limits through any combination of primary, excess, or umbrella insurance.

## **Article 28. INDEMNITY**

- 28.1. To the extent permitted by California Civil Code section 2782.8, Criteria Architect shall indemnify, protect, and hold free and harmless the State, the Judicial Council, the State's trial courts, appellate courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their agents, representative, officers, consultants, employees, representatives, and volunteers (the "Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, delays, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to, the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), errors or omissions, or willful misconduct of Criteria Architect, its directors, officials, officers, employees, contractors, Subconsultants, or agents directly or indirectly arising out of, connected with, or resulting from, the performance of the Services, the Project, or this Agreement. Criteria Architect shall not be subject to liability under this Article for Claims that result from the active or sole negligence or willful misconduct of the Indemnified Parties or for Claims that result from defects in design furnished by the Indemnified Parties.
- 28.2. Criteria Architect shall defend and pay all costs, expenses, and fees to defend the Indemnified Parties, from any and all Claim(s), to the extent that the Claim(s) arises out of, pertains to, or relates to the alleged negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), errors or omissions, or willful misconduct of Criteria Architect, its directors, officials, officers, employees, contractors, Subconsultants, or agents directly or indirectly arising out of, connected with, or resulting from, the performance of the Services, the Project, or this Agreement. Criteria Architect must pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Criteria Architect must also reimburse Judicial Council for the cost of any settlement paid by Judicial Council arising out of any Claim. Criteria Architect must reimburse the indemnified parties for any and all legal expenses and costs, including attorneys' fees, expert witness fees, and consultant fees, incurred by each of them in connection therewith, or in enforcing the indemnity herein, provided to the extent caused by this agreement to indemnify. Criteria Architect's obligation to indemnify is not restricted to insurance proceeds, if any, received by the Indemnified Parties. Judicial Council has the right to accept or reject any legal representation that Criteria Architect proposes to defend the Indemnified Parties. The cost to defend, charged to Criteria Architect, shall not exceed Criteria Architect's proportionate share of fault. However, in the event that one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Criteria Architect shall meet (and confer with the other parties) regarding unpaid defense costs to negotiate a re-allocation of costs amongst the defendants.

## **Article 29. LIABILITY OF THE COUNCIL**

- 29.1. Other than as provided in this Agreement, Judicial Council's obligations under this Agreement are limited to the payment of the Fee provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event will Judicial Council be liable, regardless of whether any claim is based on contract or tort, for any special,

consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

- 29.2. Judicial Council shall not be responsible for any damage to persons or property as a result of the use, misuse, or failure of any equipment used by Criteria Architect, or by its employees, even if the equipment was furnished or loaned to Criteria Architect by Judicial Council.
- 29.3. Criteria Architect hereby waives any and all claim(s) for recovery from Judicial Council under this Agreement, which loss or damage is covered, whether paid or unpaid, by valid and collectible insurance policies or programs of self-insurance. Criteria Architect agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverage by reason of this waiver. This waiver extends to claims paid, or expenses incurred, by Criteria Architect's insurance company on behalf of Judicial Council.
- 29.4. Neither the Judicial Council, nor any other officer or employee of the Judicial Council, will be personally responsible for liabilities arising under the Agreement.

**Article 30. COMMUNICATIONS/NOTICE**

Notices and communications between the Parties to this Agreement shall be sent to the following addresses:

<b>Judicial Council</b> Facilities Services Judicial Council of California 455 Golden Gate Avenue, San Francisco, CA 94102-3688 ATTN: Kim Bobic	<b>Criteria Architect</b> _____, Inc. _____ _____, CA _____ ATTN: _____
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Any Notice personally given is effective upon receipt. Any Notice sent by overnight delivery service is effective the day after delivery. Any Notice given by mail is effective five (5) days after deposit in the United States mail.

**Article 31. NONDISCRIMINATION/NO HARASSMENT CLAUSE**

- 31.1. Criteria Architect and its Subconsultants shall not unlawfully discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, ancestry, physical or mental disability, Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), medical condition, marital status, age (over 40), sex, sexual orientation, gender identity, or domestic partner status. Criteria Architect and its Subconsultant(s) shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- 31.2. During the performance of this Agreement, Criteria Architect and its Subconsultants must not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Criteria Architect or its Subconsultants interact in the performance of this Agreement. Criteria Architect and its Subconsultants must take all reasonable steps to prevent harassment from occurring.
- 31.3. Criteria Architect must comply with applicable provisions of the Fair Employment and Housing Act, California Government Code section 12900 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, section 11000 et seq. The applicable regulations of the Fair Employment and Housing Council implementing California Government Code section 12900 et seq., set forth in chapter 5 of division 4.1 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.
- 31.4. Criteria Architect shall comply with applicable provisions of the Americans with Disabilities Act of 1990 ("ADA") (42 U.S.C. section 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.
- 31.5. Criteria Architect must include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.
- 31.6. Criteria Architect must not enter into any subcontract with any person or firm decertified from State contracts pursuant to Government Code section 12990.



- 31.7. At any time during the Agreement, Criteria Architect shall have been issued no more than one (1) final, unappealable finding of contempt of court by a federal court within the immediately preceding two (2) year period because of Criteria Architect's failure to comply with an order of the National Labor Relations Board.

**Article 32. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION**

- 32.1. This Project has a Disabled Veteran Business Enterprise ("DVBE") participation goal of three percent (3%). Criteria Architect must document its DVBE compliance by completing the DVBE Participation Form set forth as Attachment 9 to the RFP.

**Article 33. DRUG-FREE WORKPLACE**

- 33.1. By signing the Agreement, Criteria Architect certifies, under penalty of perjury under the laws of the State of California, that Criteria Architect will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.). No drugs, alcohol, and/or smoking are allowed at any time in any buildings or on any grounds of Judicial Council property. No visitor or contractor is to use drugs on these sites. Criteria Architect's indemnity obligations of the Agreement include Criteria Architect's obligation to enforce and maintain a drug-free workplace.

**Article 34. UNION ORGANIZING**

- 34.1. **Union Organizing.** Criteria Architect, by signing the Agreement, hereby acknowledges the applicability of Government Code section 16645 through section 16649 to the Agreement. Criteria Architect will not assist, promote, or deter union organizing by employees performing work on a Judicial Council contract, including a public works contract. No Judicial Council funds received under the Agreement will be used to assist, promote, or deter union organizing. Criteria Architect will not, for any business conducted under the Agreement, use any Judicial Council property to hold meetings with employees or supervisors, if the purpose of those meetings is to assist, promote, or deter union organizing, unless the Judicial Council property is equally available to the general public for holding meetings. If Criteria Architect incurs costs, or makes expenditures to assist, promote, or deter union organizing, Criteria Architect will maintain records sufficient to show that no reimbursement from Judicial Council funds has been sought for these costs, and that Criteria Architect must provide those records to the Attorney General upon request.

**Article 35. MISCELLANEOUS**

- 35.1. This Agreement shall not be construed against any party as the drafter of the Agreement.
- 35.2. **Survival.** The termination or expiration of this Agreement shall not relieve either Party of any obligation or liability accrued thereunder, prior to or subsequent to, such termination or expiration, nor affect or impair the rights of either Party arising under the Agreement, prior to or subsequent to, such termination or expiration, except as expressly provided for herein.
- 35.3. **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.
- 35.4. **Waiver.** Any waiver of any term or condition of this Agreement must be made in the form of an Amendment and executed by an authorized representative of the waiving Party. Any waiver of a specific term or condition shall not be construed as a waiver of any succeeding breach of the same or other term or condition of this Agreement.
- 35.4.1 The failure by either Party, at any time, to remedy the other Party's default, enforce any right, or to require performance in accordance with the terms and conditions of this Agreement at the time designated, shall not act as a waiver of the default or right, nor shall it affect the right of that party to enforce those provisions at a later date.
- 35.5. **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.
- 35.6. **California Law/Venue.** This Agreement has been executed and delivered in the State of California and the validity, enforceability, and interpretation of any of the clauses of this Agreement will be determined and governed by the laws of the State of California. Criteria Architect consents to personal jurisdiction in California.

- 35.6.1 Venue for all litigation relative to the formation, interpretation, and performance of this Agreement will be in the County in which the Project is located. Criteria Architect waives California Code of Civil Procedure section 394.
- 35.7. **Construction of Agreement.** 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. The terms of construction herein shall likewise be applicable to any Service Work Order or Supplemental Service Work Order.
- 35.8. **Public Contract Code References.** Public Contract Code references create duties of Criteria Architect under this Agreement; however, the references do not imply that Judicial Council is subject to the Public Contract Code.
- 35.9. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, as regards to its subject matter, and supersedes all previous agreements, proposals, negotiations, representations, and commitments, whether oral or written, with regard thereto. No extrinsic evidence whatsoever shall be admissible to vary or supplement the terms of this completely integrated written Agreement.
- 35.9.1 Criteria Architect specifically acknowledges that in entering this Agreement, Criteria Architect relies solely upon the provisions contained in this Agreement and no others.
- 35.10. **Non-Assignment of Agreement.** This Agreement is intended to secure the specialized services of Criteria Architect. Criteria Architect must not assign, transfer, delegate, or subcontract any interest therein without the prior written consent of Judicial Council. Judicial Council shall consent to such assignment only if assignee assumes, in writing, all of Criteria Architect's obligations hereunder, but Criteria Architect shall not be released from its obligations hereunder by reason of such assignment. Any voluntary or involuntary assignment (e.g. assignment by operation of law) of all or any portion of Criteria Architect's interest in this Agreement, without the prior written approval of Judicial Council, shall be deemed a default, allowing Judicial Council to exercise all remedies available to it under this Agreement and applicable law. Criteria Architect expressly acknowledges that its Subconsultants are not third-party beneficiaries of this Agreement.
- 35.11. **Judicial Council Court Representation.** Judicial Council has the authority to act on behalf of the Court(s) and to bind the Court(s) with regard to any matters relating to this Agreement.
- 35.11.1 The Parties expressly agree that the Court shall be an intended third-party beneficiary of the Services provided under this Agreement. In the event the Court gives instructions or makes determinations that conflict with those of Judicial Council, with respect to any matter affecting Criteria Architect's performance of its obligations, Criteria Architect shall notify Judicial Council of the conflict and Judicial Council shall resolve any such conflict.

**END OF EXHIBIT A**

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

Criteria Architect shall provide professional services relating to the following Project:

**1. GENERAL DESCRIPTION OF THE PROJECT**

- 1.1. The New Santa Clarita Courthouse shall be delivered using the Judicial Council's design build delivery method. The Project will entail construction of a new twenty-four (24)-courtroom courthouse of approximately 278,000 square feet in the city of Santa Clarita. The Project includes secured parking for judicial officers and sustainability measures, including, but not limited to solar generation and EV chargers. Additional parking needs for the public and staff will be assessed during site acquisition phase: site selection and CEQA process. The Project will require acquisition of a site of approximately 4.53 acres. The facility is anticipated to be between six (6) and ten (10) floors plus a basement. The Project includes 24-courtrooms, chambers, and administrative support area. Major functional components include central holding, jury assembly, family law, and self help. The project will replace two county-owned court facilities: Santa Clarita Courthouse and Sylmar Juvenile Court and allow for relocation of nineteen dockets of caseload from another Los Angeles County courthouse.
- 1.2. The project is currently authorized for the Site Acquisition and Performance Criteria Phases.
- 1.3. The anticipated Direct Cost of Work for the proposed Project is \$390,623,700.00 (CCCI 7892, July 2021).
- 1.4. The Project will be certified "Silver" by the U.S. Green Building Council (USGBC), which oversees the Leadership in Energy and Environmental Design (LEED) Program. N/A for studies.

**2. Professional Services.** The scope of Services required under this Agreement include the following professional Criteria Architect services, as well as incidental services that members of those professions and those in their employ may logically or justifiably perform ("Services"). The Services required will be associated with the following Phases:

- 2.1. Project Study Phase:
  - 2.1.1. Contract for, or employ at Architect's expense, a sufficient number of specialists and other workers with requisite skills and experience as appropriate for the successful completion of this portion of the work. Necessary consultants may include master planners, project planners, facilities planners, architects, structural engineers, etc.
  - 2.1.2. Define the needs of the Court in the context of a proposed or potential trial court project.
  - 2.1.3. Perform investigations, studies, and evaluations to determine feasibility of proposed projects and identify potential options, including consideration of environmental factors, that may be site specific.
  - 2.1.4. Perform master planning and project sequencing evaluations to identify strategies and logistics for execution of multiple projects.
- 2.2. Site Acquisition Phase:
  - 2.2.1. Contract for, or employ at, Criteria Architect's expense, a sufficient number of specialists and other workers with requisite skills and experience, as appropriate, for the successful completion of this portion of the Work. Necessary consultants may include, but shall not be limited to, geotechnical engineer and land surveyor.
  - 2.2.2. Provide a preliminary geotechnical investigation and report on the proposed site(s) as directed by Judicial Council.
  - 2.2.3. Provide a land survey, including, but not limited to, topographical, title information with exceptions and easements plotted, utility features, and locations as directed by Judicial Council.
  - 2.2.4. Review and analyze land surveys, geotechnical reports, and other documents prepared by consultants, and incorporate information and recommendations from such documents into the evaluation for the prospective sites and the associated documentation for each.
  - 2.2.5. Consult with Judicial Council to review and validate the project feasibility report and provide a preliminary program for the Project.
  - 2.2.6. Provide blocking and massing diagrams for the prospective sites, including depictions of 3-dimensional blocking and stacking models.
  - 2.2.7. Provide test fits and conceptual site plans for the prospective sites.

- 2.2.8. Cooperate with other consultants the Judicial Council may employ for Work related to site evaluation and incorporate information and recommendations from consultants and their reporting documents into the site evaluations, site selection narratives, or any other documents the Judicial Council may require, to support the site selection and acquisition process. Such coordination may include CEQA consultants and draft or approved mitigation measures, hydrology and/or hazardous materials consultants, biologists, and/or archeologists. Provide graphic support and/or assistance to such consultants as needed.
  - 2.2.9. Prepare a narrative site summary for the proposed sites as directed by Judicial Council, outlining preliminary requirements or site limitations that may influence the layout and design of the building, including seismic zone, easements, encumbrances, utilities, etc.
  - 2.2.10. Evaluate and prepare conceptual parking requirements for the Project.
  - 2.2.11. Provide conceptual traffic evaluation and flow through prospective sites as directed by Judicial Council.
  - 2.2.12. Prepare, organize, and distribute in a timely manner, progress reports, diagrams, and drawings. Prepare Project documentation in Adobe Acrobat (PDF format), Microsoft Word (.doc format), and AutoCAD (.dwg format), as indicated in this Agreement or agreed upon in writing with Judicial Council at the commencement of the Services.
  - 2.2.13. Survey all real property agreements and instruments, including, but not limited to, recorded documents, to document and evaluate site development restrictions, limitations, or other conditions.
  - 2.2.14. Provide assistance with due diligence reports, plat maps, and legal disclosure documents and abide by applicable conditions and requirements imposed by funding sources. Comply with all requirements of such conditions as directed by Judicial Council.
  - 2.2.15. Prepare site information and present to Court Facilities Advisory Committee (CFAC) and Project Advisory Group (PAG) for approval of selected site.
- 2.3. Performance Criteria Phase:
- 2.3.1. Conduct interviews with Judicial Council stakeholders to identify Project requirements.
  - 2.3.2. Evaluate stakeholder input and perform final architectural programming.
  - 2.3.3. Prepare, organize, and compile Performance Criteria Documents that shall define the binding Project requirements, including, but not limited to, the following documentation:
    - Architectural Program
      - Project narrative
      - Individual space requirements
      - Courtroom template selections
      - Area calculations (net, component gross, building gross, and program SF)
    - Conceptual site diagram (Plan) showing conceptual project footprint, utility points-of-connections, easements, encumbrances, and any other relevant site features
    - Two-dimensional blocking and stacking diagram
    - Conceptual massing diagram (in three-dimensional rendering)
    - Judicial Council Trial Court Facilities Standards (as prepared and supplied by Judicial Council)
    - Supplemental requirements to Judicial Council Trial Court Facilities Standards
    - Parking requirements and criteria
    - Threat Vulnerability Report and mitigations (as prepared and supplied by Judicial Council)
    - CEQA Report and mitigations (as supplied by Judicial Council consultant or Judicial Council staff)
    - Conceptual Traffic Plan and vehicular circulation patterns
    - Site development restrictions, limitations, or other conditions as identified from all real property agreements and instruments the site
  - 2.3.4. Coordinate the listing of the Performance Criteria in the DBE Agreement to align with the actual Performance Criteria documents compiled.
  - 2.3.5. Consult and coordinate with Judicial Council regarding project scope, including parking requirements, for inclusion in cost modeling and budgetary evaluations.
  - 2.3.6. Prepare and present project summary to Judicial Council Committees, such as CFAC and PAG.
  - 2.3.7. Prepare and present project summary to general public.
  - 2.3.8. Design Build Entity selection services to provide support during the process to solicit and select Design Build Entities (DBEs), including, but not limited to, the following tasks:
    - Attend and participate in confidential meetings with short-listed DBEs prior to interviews.
    - Review, evaluate, and score technical proposals from shortlisted DBEs; compile findings for advisement of Judicial Council.

- Attend and perform debrief of technical evaluations and scoring of DBE proposals with interview panel.
- Process any written questions received during the solicitation and selection process. Coordinate with Judicial Council, as needed, to identify, compile, and distribute complete, accurate, and appropriate responses and/or addenda to the Performance Criteria Documents.
- Process and prepare any RFI documents, responses, and/or addenda during DBE selection.
- Develop, maintain, and regularly update a schedule of project planning and DBE selection activities, including, but not limited to, required submittal milestone dates, confidential meetings, Judicial Council interviews, and final selection.

2.4. Design Build Phase:

- 2.4.1. Contract for, or employ, at Criteria Architect's expense, a sufficient number of specialists and other workers with requisite skills and experience, as appropriate, to successfully verify Performance Criteria compliance.
- 2.4.2. Perform Performance Criteria conformance reviews of drawings, specifications, and/or other submissions from Design Build Entities at 50% and 100% Schematic Design, 50% and 95% Design Development, and 50% Construction Documents.
- 2.4.3. Prepare reports documenting the non-conformance of any items.
- 2.4.4. Conduct meetings/follow-up with DBE team to correct and verify correction of non-conforming items or document acceptance of the variance.
- 2.4.5. Define and prepare a project specific list of submittals needed for Judicial Council review and approval.
- 2.4.6. Perform Submittal reviews to verify compliance with Performance Criteria and conformance with California Trial Court Facilities Standards.
- 2.4.7. Perform review of RFIs and responses for validation of compliance with Performance Criteria.

**END OF EXHIBIT B**

**EXHIBIT C**

**CRITERIA ARCHITECT PROPOSAL**

**[TO BE AGREED TO BY THE PARTIES AND ATTACHED PRIOR TO EXECUTION OF THE AGREEMENT.]**

**EXHIBIT D**

**SCHEDULE OF WORK**

**[TO BE AGREED TO BY THE PARTIES AND ATTACHED PRIOR TO EXECUTION OF THE AGREEMENT.]**

**EXHIBIT E**  
**FEE SCHEDULE**



**EXHIBIT F**  
**KEY PERSONNEL**

Name	Title

**END OF EXHIBIT**

**EXHIBIT G**

**OWNER'S BADGE, ESCORT, AND ENTRY POLICY**

**END OF EXHIBIT**

**EXHIBIT H**

**CONFLICT OF INTEREST POLICY FOR DESIGN BUILD PROJECTS**

**END OF EXHIBIT**

**END OF AGREEMENT**