APPENDIX E

Participating Addendum

* + - 1. This Participating Addendum is made and entered into as of [Date] (“Participating Addendum Effective Date”) by and between the [ENTER NAME OF COURT or JBE] (“JBE”) and **Smith, Fause & McDonald, Inc.**  (“Vendor”) pursuant to the Leveraged Procurement Agreement **#\_1034969\_**(“Leveraged Procurement Agreement”) dated **June 1, 2017** between the **Judicial Council of California** (“Establishing JBE”) and Vendor. Unless otherwise specifically defined in this Participating Addendum, each capitalized term used in this Participating Addendum shall have the meaning set forth in the Leveraged Procurement Agreement.
      2. This Participating Addendum constitutes and shall be construed as a separate, independent contract between Vendor and the JBE, subject to the following: (i) this Participating Addendum shall be governed by the Leveraged Procurement Agreement, and the terms in the Leveraged Procurement Agreement are hereby incorporated into this Participating Addendum; (ii) the Participating Addendum (including any purchase order documents pursuant to the Participating Addendum) may not alter or conflict with the terms of the Leveraged Procurement Agreement, or exceed the scope of the Work provided for in the Leveraged Procurement Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Leveraged Procurement Agreement. The Participating Addendum and the Leveraged Procurement Agreement shall take precedence over any terms and conditions included on Vendor’s invoice or similar document.
      3. Under this Participating Addendum, the JBE may at its option place orders for the Materials using a purchase order or work order provided by the JBE, subject to the following: such purchase order or work order is subject to and governed by the terms of the Leveraged Procurement Agreement and the Participating Addendum, and any term in the purchase order or work order that conflicts with or alters any term of the Leveraged Procurement Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Vendor and JBE. Subject to the foregoing, this Participating Addendum shall be deemed to include such purchase orders.
      4. The JBE is solely responsible for the acceptance of and payment for the Work under this Participating Addendum. The JBE shall be solely responsible for its obligations and any breach of its obligations. Any breach of obligations by the JBE shall not be deemed a breach by the Establishing JBE or any other Participating Entity. The Establishing JBE shall have no liability or responsibility of any type related to: (i) the JBE’s use of or procurement through the Leveraged Procurement Agreement (including this Participating Addendum), or (ii) the JBE’s business relationship with Vendor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
      5. Pricing for the Work shall be in accordance with the prices set forth in the Leveraged Procurement Agreement.
      6. The term of this Participating Addendum shall be from the Effective Date until: June 30, 2020.
      7. The JBE hereby orders, and Vendor hereby agrees to provide, the following Work:

[***The JBE will issue a separate purchase order or work order***]

* + - 1. Any notices must be sent to the following address and recipient:

|  |  |
| --- | --- |
| **If to Vendor:** | **If to the Establishing JBE:** |
| **Name: Peter A. McDonald**  Title: President  Vendor Name: Smith, Fause & McDonald, Inc.  Address: 351 8th Street, San Francisco, CA 94103  Direct:415-255-9140 Ext. 101  Fax: 415-255-9180  Email: Peter@sfmi.com | **Name:**  Title:  JBE:  Address:  Direct:  Cell Phone:  Fax:  Email: |
| With a copy to:  Name: Aryanna McDonald  Title: Chief Financial Office  Vendor Name: Smith, Fause & McDonald, Inc.  Address:351 8th Street, San Francisco, CA 94103  Direct: 415-255-9140 Ext. 102  Fax: 415-255-9180  Email: Aryanna@sfmi.com | With a copy to:  **Name:**  Title:  JBE:  Address:  Direct:  Cell Phone:  Fax:  Email: |
|  |  |

Either party may change its address for notices by giving the other party notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

* + - 1. This Participating Addendum and the incorporated documents and provisions (including the terms of the Leveraged Procurement Agreement) constitute the entire agreement between the parties and supersede any and all prior understandings and agreements, oral or written, relating to the subject matter of this Participating Addendum.

IN WITNESS WHEREOF, JBE and Vendor have caused this Participating Addendum to be executed on the Participating Addendum Effective Date.

***[JBE]*** ***[VENDOR]***

By: By: Name: Name: Peter McDonald

Title: Title: President

***END OF APPENDIX E***

**APPENDIX F**

**SERVICES REQUEST FORM**

This Services Request is made by the Judicial Council of California under Agreement with Vendor XXX:

**State to Complete:**

The State’s Project Manager for this Services Request is:

**Paul R. Menard, AIA,** Manager, Quality Compliance

Facilities Services | Operations and Programs Division

Judicial Council of California

2860 Gateway Oaks Drive, Suite 400, Sacramento, CA 95833-3509

Direct 916-643-8059 | Cell Phone 916-397-5715 | Fax 916-263-2342

[paul.menard@jud.ca.gov](mailto:paul.menard@jud.ca.gov) |

Charge Code: 0000-00000000-0000-00-00-0000

Date of Service Request: XX/XX/20XX

Date Proposal is Due: XX/XX/20XX

Email Proposals to:

Work Order Details:

**Court Name:** **Location**:

B**ldg #:**  **Project Name:**

Description of Work Requested

\*\*\*Scope goes here\*\*\*

Is the Work to be provided on a Deliverables Basis?

Yes  No

Agreed to Dates of Performance:

Start of the Work: XX/XX/20XX

Completion of the Work: XX/XX/20XX

How is the Work Order to be Paid for?

Fixed Price Basis

Time and Materials Not to Exceed Basis

**Vendor to Complete:**

Please complete the below schedule of charges:

|  |  |  |  |
| --- | --- | --- | --- |
| **Example Schedule of Charges** | | | |
|  |  |  |  |
| **Personnel** | **Rate per Hour** | **Expected Hours** | **Expected Hourly Cost** |
| Executive Principals | $ 0.00 |  |  |
| Principals | $ 0.00 |  |  |
| Senior Engineer | $ 0.00 |  |  |
| Engineers | $ 0.00 |  |  |
| Designers | $ 0.00 |  |  |
| CADD Specialist | $ 0.00 |  |  |
| Mileage | Authorized IRS reimbursement rate |  |  |
| Incident Expenses (Reproduction, Processing, Postage, Delivery, etc) | Allowance for Travel Expense  (See Appendix B) |  |  |
| Subconsultant - |  |  |  |
| Labor | $0.00 |  |  |
| Hotel | N/A |  |  |
| Airfare/Car | N/A |  |  |
|  | Not to Exceed Cost | |  |

The Vendor’s Project Manager for this Work Order shall be:

Name:

Address:

Email:

Phone: (123) 456-7890

Fax: (123) 456-7890

Total Estimated Hours:

Total Estimated Fee:

List the staff individuals who will provide services for this project:

Designated Subcontractor(s):

Date of Vendor’s Proposal: XX/XX/20XX

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **For Vendor’s Use Only** | |  | **For JCC Use Only** | |
| **Date:** |  |  | **Date:** |  |
| **Submitted by:** |  |  | **Authorized by:** |  |
| **Authorized by:** |  |  |  |  |

##### END OF APPENDIX F

**APPENDIX G**

**WORK ORDER FORM (SAMPLE)**

****JUDICIAL COUNCIL OF CALIFORNIA

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **STANDARD AGREEMENT COVERSHEET WORK ORDER** | | | | | | | |
|  | | | |  | | WORK ORDER NUMBER | |
|  | | | |  | | TBD | |
| FEDERAL EMPLOYER ID NUMBER | |
|  | | | | | | TBD | |
| 1. | | In this Agreement, the term “Vendor” refers to **ABC Consulting Company,** and the term “Judicial Council” refers to the **Judicial Council of California**. | | | | | |
| 2. | | This Agreement becomes effective as of | **TBD** | | (the “Effective Date”) and expires on | | **TBD.** |
|  | | | | | | | |
| 3. | | The maximum amount that the Judicial Council may pay Vendor under this Agreement is **$TBD.** | | | | | |
| 4. | | The purpose of this Work Order is:  The Vendor is hereby authorized to, and shall provide the Work specified in the attached proposal in accordance with the Agreement and this Work Order: | | | | | |
|  | | | | | | | |
| 5. | | This Work Order is issued pursuant to Contract No. [\_\_\_\_\_\_\_\_\_\_\_\_\_]between the Judicial Council of California and the Vendor.  The parties acknowledge that this Work Order (consisting of this coversheet and the attached Service Request Proposal contains the parties’ entire understanding related to the subject matter of this Work Order. | | | | | |
|  | | | | | | | |
|  | | Attachment – Service Request Proposal | | | | | |
|  | |  | | | | | |
|  | |  | | | | | |
|  | |  | | | | | |
|  | |  | | | | | |
| **JUDICIAL COUNCIL’S SIGNATURE** | | | **VENDOR’S SIGNATURE** | | | |
| **Judicial Council of California** | | | VENDOR’S NAME *(if Vendor is not an individual person, state whether Vendor is a corporation, partnership, etc.)*  **ABC Consulting Company**  @Ktr | | | |
| BY *(Authorized Signature)*  ✍ | | | BY *(Authorized Signature)*  ✍ | | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING  **TBD, Manager** | | | PRINTED NAME AND TITLE OF PERSON SIGNING | | | |
| DATE EXECUTED | | | DATE EXECUTED | | | |
| ADDRESS  **Attn: Branch Accounting & Procurement**  **455 Golden Gate Avenue**  **San Francisco, CA 94102** | | | ADDRESS  **1234 Jones Court**  **Suite 100**  **Anywhere, CA 95630** | | | |

***END OF APPENDIX G***