This AGREEMENT is made and entered into this 15th day of June, 2016 pursuant to the Public Contract Code 10700 et seq., by and between the Trustees of The California State University on behalf of

Agreement No. 150027, dated June 15, 2015 is hereby amended as follows:

1. This amendment exercises the option to extend the term for an additional one (1) year. The term of this agreement shall be from July 1, 2015 through June 30, 2016 with no options remaining.

Except as amended herein, all terms and conditions of the original Agreement remain unchanged.

The total amount to be expended under this Agreement shall be determined by the overall usage by each participating campus and administrative office of the CSU. Payment shall be made in accordance with Rider A. The Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the University Project Administrator or Trustees' Representative.


IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon date first above written.
MASTER ENABLING AGREEMENT
SEISMIC PEER REVIEW (01/14/14)

This AGREEMENT is made and entered into this 15th day of June, 2015 pursuant to the Public Contract Code 10700 et seq., by and between the Trustees of The California State University on behalf of:

<table>
<thead>
<tr>
<th>University</th>
<th>Agreement No:</th>
<th>Amendment No:</th>
<th>Project No:</th>
<th>Project Name:</th>
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<tr>
<td>California State University</td>
<td>150027</td>
<td>N/A</td>
<td>Systemwide</td>
<td>Seismic Peer Review</td>
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hereafter referred to as Trustees, and Service Provider,

<table>
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<tr>
<th>Englekar &amp; Sabol Consulting Structural Engineers, Inc.</th>
<th>CSU Vendor ID No.</th>
<th>Federal ID No.</th>
<th>License No.</th>
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<td>95-3521263</td>
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Address of Service Provider:

888 S. Figueroa St., 16th Floor, Los Angeles, CA 90017

Telephone No.: 323-733-6673

WITNESSETH: That the Service Provider in consideration of the covenants, conditions and agreements of the Trustees herein contained, does hereby agree to furnish all labor, materials, and equipment and to perform all work necessary to complete, in a skillful manner, the following:

The Service Provider is to provide seismic peer review services for public works projects submitted by the California State University. This agreement is a master enabling agreement under which each campus and the administrative office of the California State University may engage the services of Service Provider as provided herein. Campuses and the administrative office shall execute a Service Order and Authorization to Proceed (Exhibit A) to secure Service Provider's peer review services under this Agreement. The Service Provider shall perform seismic peer review services in accordance with the Riders and Exhibit, which by this reference are incorporated herein and made a part of this Agreement.

Rider A - Scope of Services, Term, and Payment Schedule, consisting of six (6) pages;
Rider B - Agreement General Provisions, consisting of three (3) pages;
Exhibit A, Sample Service Order and Authorization to Proceed, consisting of one (1) page.

The term of this Agreement shall be from July 1, 2015 through June 30, 2016, with the option given to the Trustees of extending the Agreement with the same terms and conditions for one (1) additional one (1) year period.


The total amount to be expended under this Agreement shall be determined by the overall usage by each participating campus and the administrative office of the California State University. Payment shall be made in accordance with Rider A.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (.pdf) form or by any other electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon date first above written.

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

By (Trustees Authorized Signatures)

Printed Name and Title of Person Signing for Trustees

Elyra F. San Juan, Assistant Vice Chancellor

Capital Planning, Design and Construction
401 Golden Shore, Long Beach, CA 90802

SERVICE PROVIDER

By (Service Provider’s Authorized Signature)

Printed Name and Title of Person Signing for Service Provider

THOMAS A. SABLE

SCO Account Data:

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Amount Encumbered $0.00

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.

Accounting Officer signs “Service Order and Authorization to Proceed”

Signature of Accounting Officer

Date

Amount of Increase $0

Amount of Decrease $0

Total Amount Encumbered $0.00

By Attorney

Date

FAI MOORE M. VIRIE, GENERAL COUNSEL

1/14/14
Rider A
CSU Seismic Peer Review
Scope of Services and Payment Schedule

1. Purpose and Scope:

[Excerpted from CSU Seismic Policy] The California State University shall cause to be performed independent technical peer reviews of the seismic aspects of all construction projects from their design initiation, including both new construction and remodeling, for conformance to good seismic resistant practices consistent with this policy.

2. Authorization of Work:

2.1. Only trustees’ representatives (individual campus or Office of the Chancellor, CPDC A/E staff) may authorize work under this agreement.

2.2. CPDC A/E administers the Master Enabling Agreement. Individual campuses participate in this agreement. CPDC A/E assigns peer review responsibilities and may change or add new assignments during the agreement term. No minimum assignment of work to the Service Provider is guaranteed.

2.3. The Service Provider shall seek to avoid conflicts of interest and the appearance of conflicts of interest by not accepting assignments where there is current contractual relationship between the Service Provider and the engineering firm whose work is being reviewed.

2.4. Work assignments under this Agreement will be authorized by a Service Order and Authorization to Proceed (Exhibit A).

2.5. Service Orders and Authorizations to Proceed may be issued under this Agreement during the Agreement term. Work authorized within the term of this Agreement may be conducted and completed after the expiration of the contract term of this Agreement unless the Agreement is terminated prior to the expiration of its term in writing by the trustees.

2.6. The term of the “Service Order and Authorization to Proceed” shall begin on the date indicated on the Authorization and conclude with the completion of the project or its termination.

3. The Peer Review:

A Seismic Peer Review is a required review for CSU major capital projects. It is elective by the campus for CSU minor capital projects. The primary purpose of the seismic peer review is to offer a knowledgeable professional ‘second opinion’ and strategic insights on the functionality and efficacy of the project’s structural/seismic system. Although code compliance is to be considered as a part of this review, the review is not intended as a substitute for an independent code compliance check that the campus will be occurring separately and in parallel to this work.

While the peer review process supports design development of the project, the Project Architect/Engineer of Record retains full responsibility for the design documents including their completeness and function.
3.1. The Service Provider is authorized to begin the peer review upon receipt of a Service Order Authorization. Before considering a project in full, assess if the project in fact warrants seismic peer review. If it does not, provide a brief letter noticing this instead of the peer review.

3.2. For each project accepted and appropriate for peer review provide a Seismic Peer Review of the project. Ideally the peer review will begin at the inception of the project. To the extent that it begins prior to design efforts, review for appropriate RFP reference to CSU Seismic Guidelines and for particular campus considerations of note.

3.3. Service Provider may suggest potential design options, analysis perspectives, and relay CSU Systemwide experience in materials performance, location and configuration considerations that the design team can build upon in the development of the project.

3.4. Service Provider may offer recommendations of possible methods for the resolution of technical issues encountered in the design and construction. The responsibility for implementing peer review comments rests completely with the Architect/Engineer of Record.

3.5. If timely response resolution of peer review comments cannot be reached at the campus level (differing professional opinions are perfectly reasonable), bring such issues to the attention of CPDC A/E. CPDC A/E will seek to achieve a broader secondary SRB Board consensus as needed and then CPDC A/E will issue a timely resolution determination on the respective issue(s).

3.6. Provide peer review comments in Word (readable) format.

3.7. During the construction phase of a project, the Service Provider shall be available as a part of this work as a resource to the trustees for review and assessment of technical issues that may be encountered.

3.8. Submittal materials for a peer review will vary by phase, but need to be sufficiently complete to perform a meaningful peer review. If the submittal is incomplete contact the campus for guidance. Contact CPDC A/E if this cannot be readily or timely resolved at the campus level.

3.9. Each peer review shall be tailored to the submittal phase, with concept development comments at Schematics. The review shall seek to verify sensible development of the schematic plan in later phases.

3.10. Peer reviews are encouraged to be supplemented by a phone conversation or in-person discussion with the Engineer of Record. This may be particularly beneficial at the onset of the project to clarify requirements and at the schematic phase where submittals are largely narrative. By the construction document phase, submittals should include comprehensive and complete plans, specifications, engineering calculations, and soil investigation reports.

3.11. For each seismic peer review consider each of the following aspects:

1. General compliance with the structural and seismic provisions of the California Building Standards Code (CBC) in Title 24 of the California Code of Regulations, as adopted and published by the California Building Standards Commission;

2. Compliance with the current edition of the CSU Seismic Requirements posted online at: [http://www.calstate.edu/cpdc/ae/guidelines.shtml](http://www.calstate.edu/cpdc/ae/guidelines.shtml)
3. Compliance with good professional practice including completeness of submittals and cooperation of the Engineer of Record with the peer review process;

4. Local site conditions, exposure to seismic ground motion and seismic failure, and vulnerability of the structural system;

5. Compatibility of proposed building assemblies to sustain deformation without destructive interference;

6. In the case of existing structures, the condition of building assemblies;

7. Configuration of building plan and elevations;

8. Continuity of load path of structural elements and connections to carry gravity loads to the foundations and from foundations into the ground;

9. Continuity of load path of structural elements and connections to carry seismic inertial loads from diaphragms to lateral-load resisting shear elements to foundations and from foundations into ground;

10. Redundancy of lateral load resisting elements;

11. Behavior of the elements and connections of the design under reversing lateral loads, and the post-yielding behavior (ductility) of the element, if it should occur, and its impact on system performance and reliability;

12. The anticipated seismic performance of significant non-structural architectural elements and equipment;

13. Provide copies of the project seismic peer reviews to the campus-assigned plan check review firm separately providing review work on this project. This will be reciprocal to the Service Provider as well so that initial plan check and seismic peer review comments are shared and mutually considered in the development in each respective review. It is not necessary to incorporate the plan check comments or to delay the seismic peer review pending the plan check back check resolution. It is necessary to secure the plan check initial review (typically at 95% Construction Documents) and consider it prior to the Construction Document phase seismic review report issuance. Coordinate with the campus for plan review firm contact information.

While the seismic peer review process will have started from project inception, typically the plan check review process will engage at the later part of the Construction Document phase. Sharing the seismic peer reviews from earlier phases seeks to better inform both the seismic peer reviewer and plan check team;

14. Provide supplemental campus advisory as warranted for conditions reported during construction that may materially impact the seismic performance and reliability of the constructed building.
4. **Timing of Reviews:**

The Service Provider shall provide a peer review letter at each of the following points in the project development:

- Schematic Phase
- Preliminary Phase
- Construction Document Phase
- Construction Phase deferred submittals and advisory as may be called upon.

At approximately 75% schematic phase in anticipation of a CPDC project review, provide a letter stating concurrence (or not) with the proposed design approach of the structural systems.

5. **Distribution of Peer Review Letters:**

5.1. Provide original correspondence to the campus, and a PDF copy via email.

5.2. Provide PDF copies of all peer reviews via email to each of the following:

Campus-assigned independent plan check firm, project architect, project engineer and CPDC A/E.

5.3. Marked up drawings are not required or desired.

6. **Response Time for Reviews:**

Provide timely reviews. Review durations of seven (7) to twenty-one (21) days are acceptable in general. Keep the campus advised of projected review times and work to recognize and accommodate campus schedule concerns. Keep both the campus and CPDC A/E informed as needed should coordination between any party become untimely or under-responsive.

7. **Back-Check Reviews:**

7.1. Provide timely back-check review(s) of resubmitted plans during the course of the project. This back-check shall include an assessment whether comments made in the prior reviews have been addressed, and identify any prior comments that have not been satisfactorily addressed and their impact on the project if constructed as presented.

7.2. Issue copies of back-check comments to campus, design team and CPDC A/E.

7.3. At the completion of the design review provide a letter to the campus with an electronic copy to the CPDC A/E that the peer review phase comments have been resolved to the satisfaction of the reviewing board member.

8. **Deferred Submittals:**

8.1. Confirm acceptance of proposed structurally related deferred items with the campus as a part of the review and require that deferred submittals be listed in Division One of the project specifications and plans cover sheet as a peer review comment. The presence of deferred structural submittals shall be identified in the final peer review concurrence letter.
8.2. Each deferred submittal requires a peer review and concurrence letter during the project’s construction phase. Review of individual deferred submittal items shall be provided as a part of the peer review.

8.3. Advise campus and CPDC A/E if it appears deferred submittals identified in the final concurrence letter are not being submitted during the construction phase.

9. Phased Construction:

Phased construction of infrastructure, foundation, shell, tenant improvements, and other increments of construction are common to contemporary CSU construction. As part of peer review, assess the impact and timing of the campus phased construction plan relative to scheduling for peer review of deferred submittal and phased construction document packages. Timing in this regard is critical and requires interaction and coordination by all team members. Advise campus and CPDC A/E if untimely or under-responsive actions occur.

10. Extra Services:

10.1. Extra Services are not anticipated to be needed in the typical course of providing these reviews. The following would be examples of potential Extra Service work:

1. Pre-design project studies.

2. Participation in campus design development beyond peer review, such as attendance at project design meetings or project site visits beyond the initial campus kick-off participation that is a part of the base seismic peer review scope.

3. Campus visits to assess existing in progress conditions.

4. Substantial stop/restart or re-characterization of original peer review scope.

10.2. Extra Services require pre-authorization in writing by the project manager.

11. Reimbursable Expenses:

11.1. The fee for the seismic peer review is inclusive of expenses incidental to this work. Reimbursable expenses are not anticipated in the typical course of providing a seismic peer review.

11.2. Travel when requested by the campus may be reimbursable as part of an Extra Service Authorization.

12. Peer Review Fees:

The peer review fee is derived from a standard project Architect/Engineer fee as calculated from the CSU Architect/Engineer Lump Sum Fee Formula posted online at: http://www.calstate.edu/cpdc/Suam/Appendices/Appendix_C.shtml

The campus, or alternatively CPDC A/E, can provide the A/E fee value used so that the Service Provider may calculate the appropriate peer review fee.
### Project Design Fee

| Less than $25,000 | .05 times the standard design fee and the minimum peer review fee shall be no less than $500. |
| Between $25,000 to $100,000 | $1,250 plus .03 times the excess of the design fee over $25,000 |
| Between $100,000 to $500,000 | $3,500 plus .02 times the excess of the design fee over $100,000 |
| Higher than $500,000 | $11,500 plus .01 times the excess of the design fee over $500,000 |

### Design Build Projects (for purposes of this agreement, CM Risk projects are not considered design build projects)

Total peer review fee shall be 110% of the above calculated peer review fees

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### 13. Payment and Invoicing:

13.1. Payments for services shall be made in arrears for work completed to the satisfaction of the trustees upon presentation of a written invoice.

13.2. Payments will be authorized at the following milestone points:

1. Fifty percent (50%) upon completion Preliminary Phase Review.
2. Fifty percent (50%) upon completion Construction Document Phase Review.

13.3. Extra services, if any, shall be paid in arrears when completed.

13.4. Reimbursable expenses, if any, shall be paid in arrears when incurred.

13.5. Invoicing for services and reimbursable expenses shall:

1. Be sent to the campus named in the Service Order and Authorization to Proceed.
2. Identify campus, project name, project reference number, Service Authorization Order number.
3. Indicate work and the percentage completed.

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### 14. Project Administration:

Direct inquiries for process, review challenges and general contract questions to:

California State University, Office of the Chancellor  
Capital Planning, Design and Construction  
401 Golden Shore, 2nd Floor  
Long Beach, California 90802-4210  
Attention: Thomas Kennedy, Chief Architecture and Engineering  
Telephone: (562) 951-4129  
Email: tkennedy@calstate.edu

Direct inquiries for individual projects and normal review interaction to the respective campus authorizing the work.

End of Rider A
Rider B - Agreement General Provisions

1. Trustees agree to pay for the services and materials to be furnished by Service Provider as provided by this Agreement. Payment in arrears shall be made upon Service Provider’s completion of the services required by this Agreement to the satisfaction of the Trustees and upon Service Provider’s submission of billings as shall be prescribed by the Trustees.

2. Service Provider, in the performance of this Agreement, is an independent contractor and is not an employee, agent, or officer of the Trustees.

3. Trustees may cancel this Agreement should Service Provider fail to perform as herein provided. In the event of such cancellation, Trustees shall be relieved of the obligation to make any payment to Service Provider and Trustees may proceed with the work in any manner the Trustees deem proper.

4. Trustees may terminate this Agreement either upon giving fifteen (15) days written notice or upon the immediate notice with payment of $25.00 to Service Provider. Payment shall be complete by mailing payment to Service Provider at the address appearing on the face of this Agreement. In the event of such termination, Service Provider shall be paid only for the work satisfactorily completed.

5. Service Provider shall not assign benefits or delegate duties under this Agreement in whole or in part without the prior written approval of the Trustees. Thus, Service Provider may not assign any money due or to become due hereunder without the written consent of Trustees.

6. The provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the parties hereto.

7. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. Oral understandings or other agreements not incorporated herein shall not be binding.

8. Trustees may issue a written order with respect to the services to be performed under this Agreement at any time before the completion of the services. Trustees shall pay Service Provider an amount for such services as provided in this Agreement, or if not so provided, Trustees shall pay Service Provider a reasonable amount, which shall be agreed upon by the parties.

9. Any notice, which may be proper or necessary for either of the parties hereto to serve on the other, in case of Trustees, may be served effectually upon Trustees by delivering it in writing, addressed to the Trustees of the California State University, attention of the official executing this Agreement for Trustees, at CSU Office of the Chancellor, 401 Golden Shore, Long Beach, CA 90802, or by depositing it in a United States mail deposit box with first class postage thereon fully prepaid and addressed to Trustees at the above-mentioned address. In the case of Service Provider, notice may be served effectually upon Service Provider by delivering it in writing to Service Provider at the address appearing on the first page of this Agreement or depositing it in a United States mail deposit box with first class postage thereon fully prepaid, and addressed to Service Provider at the Service Provider’s above-mentioned address. Any notice may also be served effectually by delivering or mailing it, as in this section provided, addressed to Trustees or Service Provider at any other place or places which Trustees or Service Provider, by written notice served upon the other, may designate, provided, however, that nothing herein shall preclude the giving of notice by personal service.

10. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, physical handicap, medical condition, or marital status. The Service Provider will take action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, national origin, physical handicap, medical condition, or marital status as prohibited by the California Fair Employment and Housing Act (Government Code Section 12900 et seq.).

11. Service Provider shall not utilize any information, not a matter of public record, which is received by reason of this Agreement, for pecuniary gain not contemplated by the terms of this Agreement, regardless of whether Service Provider is or is not under contract at the time such gain is realized (Education Code Section 89006).

12. The report, survey, or other product developed by Service Provider pursuant to this Agreement is the property of Trustees, and shall not be used in any manner by Service Provider unless authorized by Trustees.

13. In executing this service agreement, Service Provider swears, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against Service Provider within the immediately preceding two-year period because of Service Provider’s failure to comply with an order of a federal court which orders Service Provider to comply with an order of the National Labor Relations Board. Trustees may rescind this contract if Service Provider falsely swears to this statement (Public Contract Code Section 10296).
14. If the Agreement exceeds $10,000, the contracting parties shall be subject to the examination and audit of the State Auditor of the State of California for a period of three years after final payment under the Agreement. This examination and audit shall be confined to those matters connected with the performance of this contract, including, but not limited to, the cost of administering this Agreement (Government Code Section 8546.7).

15. The Service Provider hereby certifies compliance with Government Code Sections 8355, 8356, and 8357 in matters relating to providing a drug-free workplace. In accordance with Government Code Section 8355, the Service Provider shall:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations;

B. Establish a Drug-Free Awareness Program to inform employees about all of the following:
   (1) The dangers of drug abuse in the workplace,
   (2) The Service Provider's policy of maintaining a drug-free workplace,
   (3) Any available counseling, rehabilitation, and employee assistance programs, and
   (4) Penalties that may be imposed upon employees for drug abuse violations;

C. Require that each employee engaged in the performance of the Agreement be given a copy of the statement required by subpart A, and require that each employee, as a condition of employment on the Agreement, agree to abide by the terms of the statement.

16. Responsive to direction from the State Legislature (Public Contract Code Section 10115 et seq.), the Trustees are seeking to increase the statewide participation of disabled veteran business enterprises in contract awards. To this end, Service Provider shall inform the Trustees of any contractual arrangements with consultants or suppliers that are certified disabled veteran business enterprises.

17. If the Service Provider is a natural person, the Service Provider certifies by signing this Agreement that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT. 2105, 2268 69), State of California Governor's Executive Order W-135-96.

18. If the Service Provider is a corporation, the Service Provider certifies and declares by signing this Agreement that it is eligible to contract with the State of California pursuant to the California Taxpayer and Shareholder Protection Act of 2003 (Public Contract Code Section 10286 et seq).

19. The Service Provider shall not commence work until it has obtained all the insurance required in this Article, and such insurance has been approved by the Trustees.

A. Service Provider shall obtain and maintain the following policies and coverage. The insurance furnished by the Service Provider under this Article shall provide coverage in amounts not less than the following, unless a different amount is stated on the Cover Page of this Agreement:

1. **Comprehensive or Commercial Form General Liability Insurance:** on an occurrence basis, covering work done or to be done by or on behalf of the Service Provider and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work. Limits of Liability:
   - General Aggregate $2,000,000.00
   - Each Occurrence—combined single limit for bodily injury and property damage $1,000,000.00

2. **Business Automobile Liability Insurance:** on an occurrence basis, covering owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Service Provider and providing insurance for bodily injury, property damage, and contractual liability. Limits of Liability:
   - Each Accident—combined single limit for bodily injury and property damage $1,000,000.00

3. **Workers' Compensation:** including Employers Liability limits of $1,000,000.00 and other limits as required under California law.

(Continues on to page 3)
(4) **Errors and Omissions Insurance:** on an occurrence basis is preferred, covering work done or to be done by or on behalf of the Service Provider and providing insurance for errors and omissions in the amount of $1,000,000.00 each occurrence. At a minimum, Service Provider shall obtain and maintain errors and omissions insurance on a claims-made basis for no less than $1,000,000.00 each claim and $2,000,000.00 annual aggregate, and shall submit certification of coverage to the Trustees upon signing of this Agreement. If the total contract amount exceeds $1,000,000, Service Provider shall renew and keep such insurance in effect for at least five (5) years after the recordation of the notice of completion.

B. Service Provider shall submit to the Trustees certificates of insurance and original endorsements to the policies of insurance required by the agreement as evidence of the insurance coverage. The scope of coverage and deductible shall be shown on the certificate of insurance. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the Trustees, as specified in Section 19-C (3). Renewal certifications and endorsements shall be timely filed by the Service Provider for all coverage until the work is accepted as complete. The Trustees reserve the right to require the Service Provider to furnish the Trustees complete, certified copies of all required insurance policies. The Service Provider shall notify the Trustees in writing of any material change in insurance coverage.

C. The insurance policies shall contain, or be endorsed to contain, the following provisions.

(1) For the general and automobile liability policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.

(2) For any claims related to the work, the Service Provider’s insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, agents shall be in excess of the Service Provider’s insurance and shall not contribute with it.

(3) Each insurance policy required by this Article shall state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Trustees.

(4) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

D. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best’s rating of no less than A-VII or equivalent carrier otherwise acceptable to the Trustees.

E. **Miscellaneous.**

(1) Any deductible under any policy of insurance required in this Article shall be Service Provider’s liability.

(2) Acceptance of certificates of insurance by the Trustees shall not limit the Service Provider’s liability under the agreement.

(3) In the event the Service Provider does not comply with these insurance requirements, the Trustees may, at its option, provide insurance coverage to protect the Trustees. The Service Provider shall pay the cost of the insurance and, if prompt payment is not received by the insurance carrier from the Service Provider, the Trustees may pay for the insurance from agreement sums otherwise due the Service Provider.

(4) If the Trustees are damaged by the failure of Service Provider to provide or maintain the required insurance, the Service Provider shall pay the Trustees for all such damages.

(5) The Service Provider’s obligations to obtain and maintain all required insurance are non-delegable duties under this agreement.

20. The Service Provider agrees to hold harmless, defend, and indemnify the State of California, the Trustees of the California State University, the University, and the officers, employees representatives, and agents of each of them from any and all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Service Provider, its officers, agents, and employees, in the performance of this Agreement. This provision shall survive the expiration or termination of this Agreement.

21. In accordance with Labor Code Section 1720, Service Provider must pay employees the minimum prevailing rate wages for inspection, surveying, or similar work during the design, preconstruction, and construction phases of a public works project.

End of Rider B