

**SYSTEMWIDE MASTER ENABLING (03/10/09)  
SERVICE AGREEMENT**

This AGREEMENT is made and entered into this **1st** day of **July, 2011** pursuant to the Public Contract Code 10700 *et seq.*, by and between the Trustees of The California State University on behalf of

University California State University	Agreement No: 2957	Amendment No: N/A	Project No: Systemwide	Project Name: Bldg Code Plan Check & Access Compliance Review
hereafter referred to as Trustees, and Service Provider, Esgil Corporation	CSU Vendor ID No. 1873		Federal ID No:	License No:
Address of Service Provider 9320 Chesapeake Drive, Suite 208, San Diego, CA 92123			Telephone No: 858-560-1468	Fax No: 858-560-1576

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:

**Building Code Plan Check Review and Accessibility (Access Compliance) Review services for public works projects submitted by the California State University.** This Agreement is a Master Enabling Agreement under which each campus and administrative office of the California State University may engage the services of the Service Provider as provided herein. Campuses shall execute a Service Order & Authorization to Proceed (Exhibit A) to secure plan check review or access compliance review services under this Agreement. The Service Provider shall provide the necessary plan check review or access compliance review services in accordance with the below referenced Riders and Exhibit, which, by this reference are incorporated herein and made a part of this Agreement.

- Rider A-1 Building Code Plan Check Review – Scope of Services and Payment Schedule, consisting of nine (9) pages;
- Rider A-2 Accessibility (Access Compliance) Review – Scope of Services and Payment Schedule, consisting of eight (8) pages;
- Rider B Agreement General Provisions, consisting of three (3) pages;
- Exhibit A Service Order & Authorization to Proceed (SAMPLE), consisting of one (1) page

The term shall be from July 1, 2011 through June 30, 2012, with the option of extending the Agreement with the same terms and conditions for one (1) additional one-year period.

Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the University Project Administrator.

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 California State University. Payment shall be made in accordance with the Riders herein.

Service Provider shall report to Thomas Kennedy, Chief of Architecture and Engineering for Capital Planning, Design and Construction in the Office of the Chancellor, Long Beach, CA, (562) 951-4129.

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

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY					SERVICE PROVIDER							
Campus California State University, Systemwide					Full Legal Name of Service Provider Esgil Corporation							
By (Trustees' Authorized Signature) 					By (Service Provider's Authorized Signature) 							
Printed Name and Title of Person Signing for Trustees Elvyra F. San Juan, Assistant Vice Chancellor, Capital Planning, Design and Construction 401 Golden Shore, Long Beach, CA 90802					Printed Name and Title of Person Signing for Service Provider Kurt Culver President							
					Check appropriate box below that best describes Service Provider: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Co. <input type="checkbox"/> Other (specify) _____							
<b>SCO Account Data:</b>		Fund	Sub Fund	Agency	Yr	Ref/Item	Category	Program Element	Component	Chapter	Fiscal Yr	Legal Reference
Fund Name				6620								
Funds assigned on Service order & Authorization to Proceed						613001	54209	1089				
Amount Encumbered	I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.											
\$0												
Amount of Increase	Accounting Officer signs "Service Order and Authorization to Proceed"											Date
\$0												
Amount of Decrease	I hereby certify that I have examined the written Agreement and find the same to be in accordance with the requirements of the California State University Contract Law. CHRISTINE HELWICK, General Counsel.											
\$0												
Total Amount Encumbered	By Attorney:											Date
\$0												7/12/11

## 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 moneys 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 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:  
\$2,000,000.00            General Aggregate  
\$1,000,000.00            Each Occurrence—combined single limit for bodily injury and property damage.
    - (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:  
\$1,000,000.00            Each Accident—combined single limit for bodily injury and property damage.
    - (3) Workers' Compensation: including Employers Liability limits of \$1,000,000.00 and other limits as required under California law.

(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 certification of coverage shall be submitted 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, and 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

**Rider A-1, Building Code Plan Check  
Scope of Work**

**1.0. Capability of Staff:**

The Service Provider shall maintain a staff of competent professionals capable of making complex code interpretations and decisions affecting the life, safety and welfare of the public.

**2.0. Authorization of Work:**

- 2.1. Only trustee's representatives (individual campus or Office of the Chancellor, CPDC staff) may authorize work under this agreement. CPDC administers the Master Enabling Agreement. Individual campuses participate in this agreement.
- 2.2. There is no geographic assignment for plan check reviews. Campuses may select any Service Provider authorized by CPDC to provide plan check services. No minimum assignment of work to the Service Provider is guaranteed.
- 2.3. The campus project manager shall issue a Service Order Authorization to authorize a plan check review assignment to an individual Service Provider under this Agreement. All work, extra services and reimbursable expenses require pre-authorization.
- 2.4. The Building Code Plan Check Review (Rider A-1), and Access Compliance Review (Rider A-2) are separate work authorizations. The campus project manager will identify the desired scope in each Service Order Authorization.
- 2.5. Review fees are pre-established and consistent for all Service Providers. Special reviews and studies may be authorized under this Agreement on a negotiated fee basis.
- 2.6. The Agreement term identifies the time period that Service Order Authorizations may be issued under this Agreement. Once authorized, work started shall be completed under this Agreement irrespective of the Agreement term unless otherwise terminated in writing by the trustees.

**3.0. The Plan Check Review:**

- 3.1. The Service Provider is authorized to begin a plan check review upon receipt of the Service Order Authorization.
- 3.2. The Service Provider shall perform a review of submittal documents (plans, specifications, engineering calculations, soils investigation reports, etc.) to assess compliance with the regulations contained in the various building codes applicable to CSU facilities by policy and law; specifically the following:

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, including:

*The Service Provider shall confirm with the campus project manager which code edition is to be used for the review and prominently identify in project correspondence the code editions upon which compliance was gauged.*

- 3.3. For each plan check review the Service Provider shall develop a comprehensive 'Building Code Plan Check Report' of items found at variance with applicable codes. This report shall be presented in letter format. See Section 10.0 for distribution of review letters.

**4.0. Response Time for Initial Review of a Plan Check Submittal:**

- 4.1. The Service Provider shall seek to complete initial plan check reviews within the following durations:

<b>Project Construction Value</b>	<b>Calendar Days From Receipt</b>
\$400,000 and under	Seven (7)
\$400,001 to \$5,000,000	Fourteen (14)
\$5,000,001 to \$20,000,000	Twenty-one (21)
\$20,000,001 and over	Thirty-one (31)

- 4.2. Prior to starting work on a plan review, the Service Provider shall contact the campus project manager with a revised time estimate if they believe they may not be able to meet the above schedule duration for completion of an initial review. If the campus elects to reassign the work the Service Provider shall return the submittal package to campus project manager and be paid only for shipping costs.
- 4.3. The Service Provider shall advise the campus if a review delay is foreseen once the review is started.

**5.0. Back-Check Reviews:**

The Service Provider shall:

- a. Perform up to three (3) follow up reviews of the revised original submittal documents (a back-check review) to establish that the revised submittal resolves initial plan check comments;
- b. Provide back-check review comments in letter format;
- c. Perform back-checks within approximately seven (7) to fourteen (14) days from receipt of the back-check submittal from the Architect/Engineer;
- d. Advise the campus project manager if additional time is needed during the course of the review; and,
- e. Contact the campus project manager and discuss the project's status if more than two back-checks are needed for a project.

**6.0. Recommendation of Approval:**

Upon satisfactory resolution of plan check comments, the Service Provider shall:

- a. Prepare and issue a 'Recommendation of Approval' letter confirming the Service Provider's opinion of substantial code compliance to the campus project manager;
- b. Stamp the cover sheet of the construction document package

<b>'Code Reviewed'</b> [Name of Service Provider Firm]
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- c. Provide an original signature and date (mm/dd/yy) below this stamp;
- d. Indicate on the cover sheet any deferred submittals plan check reviews required prior to the completion of construction;
- e. Stamp, without additional hand marking or signature all remaining sheets within the plan set and the covers of other documents reviewed (i.e., structural calculations, specifications, soils reports, etc.);

*Note: The stamping is relied upon by the CSU for identification purposes only. The CSU will rely on the 'Recommendation of Approval' letter as evidence that a review has been satisfactorily completed*

- f. Where an Accessibility Review has been completed on the same project, provide an additional separate letter documenting access compliance review. Do not stamp plans 'Access Compliance Reviewed' unless specifically requested by campus. See Rider A-2.
- g. Coordinate with the campus project manager for the routing of the stamped plan documents, whether back along with the 'approval' letter or to another entity for their stamping; and,
- h. Accommodate reasonable advance requests by the campus project manager to defer stamping (or re-stamp) to accommodate the compilation of a conforming construction document set so that all approvals from various groups are present on the final construction set(s).

**7.0. Deficient/Incomplete Documents:**

If a project submitted for review is found to be seriously deficient or incomplete, the Service Provider shall:

- a. Halt their review at the earliest opportunity and seek direction from the campus project manager to establish and appropriate course of action;
- b. If the campus elects to continue with the review, the Service Provider shall issue a letter to the campus and a copy to CPDC confirming the campus decision to continue the review of the deficient set; and,
- c. If the campus decides to terminate the review the Service Provider shall issue a letter describing the initial findings and return the submittal to the campus with a recommendation of 'Reject as Incomplete'. In this case, the Service Provider shall invoice for work completed to date on the project noting on invoice 'Incomplete submittal review terminated by campus'. Renewed work on this project requires a new Service Order Authorization.

**8.0. Deferred Submittals:**

Deferred submittals may be allowed at the discretion of the campus.

*Deferred submittals are custom manufactured assemblies, such as roof trusses or window wall systems, specified as a part of the design that require code review during the construction of the project.*

8.1. The Service Provider shall address deferred submittals as follows:

- a. Confirm acceptance of proposed deferred items with the campus project manager as a part of the review;
- b. As a plan check review item, confirm that deferred submittals are listed in Division One of the project specifications; if not listed identify as a deficiency;
- c. Identify deferred submittals in the 'Recommendation of Approval' letter and on the cover sheet of the plans;
- d. Review deferred submittal submitted by the project architect/engineer during construction and when the plan check review for that item is complete issue a 'Recommendation of Deferred Submittal Approval'; and,
- e. Notify CPDC if it is suspected that deferred submittals identified in the final 'Recommendation of Approval' letter are not being submitted during the construction phase.

8.2. Extensive review of individual deferred submittal items will be considered an extra service. See Section 13.0, Extra Services.

8.3. Deferred submittal of accessibility items is not allowed. See Rider A-2.

**9.0. Partial Permits:**

9.1. The campus may authorize Partial Permit reviews for infrastructure, foundation, shell, tenant improvements, or other increments of construction. The Service Provider shall review Partial Permit submittals only when complete plans, specifications and supporting calculations are tailored to the work submitted by the Architect/Engineer for review.

*(Example: A foundation submittal must be a freestanding submittal of plans and specifications with foundation load values assigned. The documents shall not include extraneous sheets of other work in progress where the reviewer is asked to infer design values from a still incomplete design).*

9.2. A Partial Permit review is an individual plan check review and shall be authorized by a Service Order Authorization. Minimum Plan review fees apply.

**10.0. Distribution of Review Letters:**

10.1. The Service Provider shall distribute review letters as follows:

Back-check correspondence letters to the campus project manager with copies to the project architect/engineer.

‘Recommendation of Approval’ letters to the campus project manager with copies to the project architect/engineer and CPDC.

‘Recommendation of Deferred Submittal Approval’ letters to the campus project manager with copies to the project architect/engineer and CPDC.

10.2. The Service provider shall distribute final stamped plans and specifications as described in Section 6.0. Recommendation of Approval.

**11.0. Relationship to Other Outside Reviews by CSU:**

The CSU performs a series of concurrent reviews as a part of each project approval process. Incidental coordination/reconciliation with the following outside reviews may occasionally be required and is a part of the work.

**11.1. Access Compliance Review (DSA)**

Under current law, the California Department of General Services, State Architect, Access Compliance Unit is the authority having jurisdiction for review of accessibility for all CSU projects. Accessibility review [Chapter 11 CBC] is not a part of this Building Code Plan Check (Rider A-1) scope.

Campuses may elect to commission an Accessibility Review to obtain the Service Provider’s opinion of access compliance. See Rider A-2.

**11.2. State Fire Marshal (SFM)**

Work under this agreement shall evaluate project exiting and fire/life-safety issues, however, review of fire protection equipment (sprinklers, notification devices, fire alarm panels, etc.) are not a part of this scope.

The Office of the State Fire Marshal (SFM) performs a separate fire/life-safety review for CSU projects and is the authority having jurisdiction in this regard.

**11.3. Seismic Peer Review (SRB)**

Work under this agreement shall evaluate structural design for gravity and seismic code compliance.

The CSU performs a separate independent technical peer review of the seismic aspects of construction projects for conformance to good seismic restraint practices.

**11.4. Health Department Review**

Review of health code issues for food service and aquatic elements (pools, fountains, etc.) is not a part of this scope. A separate review covering these items will be performed by the local County Health Department jurisdiction in which the project is located. The need for Health Department approvals shall be identified as a part of the code plan check recommendation for approval.

**11.5. Construction Field Review**

Construction phase field inspection/observation is not a part of this work. The scope of work under this agreement is limited to plan review.

**12.0. Resolution of Code Interpretation Differences:**

In cases where there is a professional difference of opinion as to code compliance the following hierarchy of review authority shall apply:

- a. For issues of fire/life safety, decisions by the State Fire Marshal take precedence over building code plan check review comments.
- b. For issues of access compliance decisions by the Division of the State Architect Access Compliance Unit take precedence.
- c. For all other issues, the Chief of Architecture and Engineering, Capital Planning, Design and Construction, at the Office of the Chancellor as the designated building official for the California State University shall arbitrate and render a final decision.
- d. The Service provider shall identify any such differences or deferrals to other authorities in their 'Recommendation of Approval' letter.

**13.0. Extra Services:**

Extra services require pre-authorization in writing by the trustees and are authorized as a separate Service Order Authorization. The following services will be evaluated and depending on the project may be authorized as additional work.

- a. Extensive preliminary reviews or meetings
- b. Extensive meetings to clarify, resolve, and review comments and/or confirm acceptable alternative solutions. Incidental meetings or telephone conversations to the above shall be provided as a part of the basic code review.
- c. Additional extensive back-check reviews (i.e., a small back-check resolving a few items would not be justifiable as an extra service).
- d. Additional reviews required due to repackaging of documents (overbids).
- e. Extensive deferred submittal reviews.
- f. Substantial design changes submitted for review during construction.
- g. Constructability Reviews. The Service Provider shall provide incidental observations on completeness and document coordination as a part of the basic code review.

*Note: A certain amount of work in the areas specified in this section is incidental to the review and will not necessarily justify authorization as an 'extra service'.*

**14.0. Reimbursable Expenses:**

14.1. The following incurred expenses are reimbursable:

- a. Shipping charges when the campus terminates a project. See Section 7.0.
- b. Shipping charges when the campus reassigns a project. See Section 4.2.
- c. Reasonable travel expenses when the campus requests travel.

14.2. The following are not reimbursable:

- a. Shipping charges, phone calls, faxes, consumables, etc. occurring in the course of providing plan review services under this agreement.

**15.0. Work Reporting:**

- 15.1. The Service Provider shall submit an annual report for work done under this Agreement.
- 15.2. The report shall list all plan checks initiated during the reporting period and be provided in an Excel-readable spreadsheet format with the following headings:
  - a. Campus
  - b. Project name
  - c. Type of review (CODE, DSA, PARTIAL, OTHER)
  - d. Current review status (ACTIVE/COMPLETE)
  - e. Date of 'Recommendation of Approval' letter
  - f. Construction value basis.
- 15.3. Send report to:

Mr. Thomas Kennedy  
 Chief of Architecture and Engineering  
 California State University, Office of the Chancellor  
 401 Golden Shore, 2<sup>nd</sup> Floor  
 Long Beach, CA 90802

**16.0. Plan Check Review Fees:**

- 16.1. **Fee Schedule:**  
 Plan check fees shall be computed in accordance with the Plan Review Fee Schedule shown below. Use the appropriate formula based on total project construction cost value. The construction cost value is identified in the project budget *[[CSU form 2-7], Number 5 - Total Construction]* and may be obtained either from the campus project manager or CPDC.

**Plan Review Fee Schedule**

<b><u>2-7 Total Construction Cost</u></b>	<b><u>Basic Plan Check Review Fee</u></b>
Up to \$400,000	[Bldg. Permit Fee] x [0.65] x [1.00] = <u>Fee</u>
\$400,000 to \$4,000,000	[Bldg. Permit Fee] x [0.65] x [0.85] = <u>Fee</u>
\$4,000,000 to \$10,000,000	[Bldg. Permit Fee] x [0.65] x [0.75] = <u>Fee</u>
\$10,000,000 and Greater	[Bldg. Permit Fee] x [0.65] x [0.70] = <u>Fee</u>

*Building Permit Fee is determined from the 2001 CBC Table 1-A.*

**Excerpted-Condensed**  
**TABLE 1A – BUILDING PERMIT FEE**  
 Table from 2001 CBC - Used in the calculation of CSU Code Review Fees

TOTAL VALUATION	BUILDING PERMIT FEE
<i>to \$50,000.00</i>	<i>\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000</i>
<i>\$50,001.00 to \$100,000.00</i>	<i>\$643.75 for the first \$50,000 plus \$7.00 for each additional \$1,000 or fraction thereof, to and including \$100,000</i>
<i>\$100,001.00 to \$500,000.00</i>	<i>\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000 or fraction thereof, to and including \$500,000</i>
<i>\$500,001.00 to \$1,000,000.00</i>	<i>\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000 or fraction thereof, to and including \$1,000,000</i>
<i>\$1,000,001.00 and up</i>	<i>\$5,608.75 for the first \$1,000,000 plus \$3.15 for each additional \$1,000 or fraction thereof</i>

- 16.2. **An overriding \$1,500 minimum review fee shall apply per ‘project’.** Only one minimum fee per ‘project’ shall be charged.

***Minimum Fee Examples:***

*The calculated plan check and access compliance review fee totals \$1,499. A minimum review fee of \$1,500 applies.*

*The calculated plan check and access compliance review fee totals \$1,501. The access compliance and plan check components are both individually less than \$1,500. Minimum review fee of \$1,500 is exceeded so the calculated fee applies.*

*The campus requests only a plan check review and will secure the access compliance review on its own. The plan check review by formula is \$1,499. The minimum review fee of \$1,500 applies.*

*A building plan check review and access compliance check was completed with a review fee that exceeded \$1,500. The building is now in the process of being built. A new Service Order Authorization for a small suite of offices in a ‘shelled’ area of the building now under construction is received for review. A minimum review fee of \$1,500 applies for the new review.*

- 16.3. A Partial Permit review is considered an individual plan check review. A separate minimum fee shall be applied to each ‘Partial Permit’ review (See Section 9.2.).

**17.0. Invoices and Payment:**

Payment for services and reimbursables shall be made in arrears for work completed to the satisfaction of the trustees upon presentation of a written statement not exceeding amounts previously authorized.

17.1 Payment will be authorized at the following milestone points:

- a. **70% of the initial Service Order Authorization amount** after the initial plan check review letter is received.
- b. **30% of the initial Service Order Authorization amount** after the final Recommendation of Approval letter is issued.

17.2. Invoicing for services and reimbursables shall:

- a. Be sent to the campus project manager named in the Service Order Authorization;
- b. Identify campus, project name, and project reference number;
- c. Indicate the percentage of work completed; and,
- d. Reference only a single project per invoice

End of Rider A-1

**Rider A-2, Accessibility (Access Compliance) Review  
Scope of Work**

**0.0. Preamble:**

*Under current law, the California Department of General Services, State Architect, Access Compliance Unit (DSA) is the authority having jurisdiction for review of accessibility for all CSU projects.*

*Accessibility review [Chapter 11 CBC] is not a part of the Building Code Plan Check (Rider A-1) scope.*

*At their discretion campuses may elect to commission an Accessibility Review to obtain the Service Provider's written opinion of access compliance. See this Rider A-2.*

*Currently the CSU has no pilot program or MOU with DSA for special plan review processing. Previous scopes of this work had called for the Service Provider to submit projects and coordinate review processing with DSA. This is no longer a part of the scope and is not desired by DSA. In the past the CSU has observed that stamping of plans as 'Access Reviewed' has caused some confusion and delayed the completion of prior DSA reviews. Accordingly, unless specifically requested by the campus do not mark plans as access reviewed. A letter to the Campus will suffice. Campuses are responsible for ensuring that their design team submits projects for DSA review and approval.*

**1.0. Capability of Staff:**

The Service Provider shall maintain a staff of competent professionals capable of making complex code interpretations and decisions affecting the life, safety and welfare of the public. The staff must be experienced and proficient with the current California Building Code and associated interpretations published by DSA on projects accepted for review.

**2.0. Authorization and Types of Work:**

- 2.1. Only trustee representatives (individual campus or Office of the Chancellor CPDC staff) may authorize work under this agreement. CPDC administers the Master Enabling Agreement. Individual campuses participate in the agreement.
- 2.2. There is no geographic assignment for plan review services. Campus may select any Service Provider authorized by CPDC to provide plan review services. No minimum assignment of work to the Service Provider is guaranteed.
- 2.3. The campus project manager shall issue a Service Order Authorization to authorize a plan review assignment to an individual Service Provider under this Agreement.

- 2.4. The Building Code Plan Check Review (Rider A-1), and Access Compliance Review (Rider A-2) are separate work authorizations. The campus project manager will identify the desired scope in each Service Order Authorization.
- 2.5. Review fees for Access Compliance Reviews are pre-established and consistent for all Service Providers. Non-standard reviews (i.e. parcel map, hydraulic, hydrology reviews, code update reviews, constructability reviews, etc.) may be authorized on an hourly or lump sum negotiated basis under this agreement by the campus project manager..
- 2.6. The Agreement term identifies the time period that Service Order Authorizations may be issued under this agreement. Once authorized, work started under this agreement shall be completed under this agreement irrespective of the contract term unless otherwise terminated in writing by the Trustees.

**3.0. Reviews:**

- 3.1. The Service Provider is authorized to begin plan review services upon receipt of the Service Order Authorization.
- 3.2. The Service Provider shall perform a review of submittal documents (plans, specifications, diagrams, etc.) to assess compliance with the California Building Code as adopted by the Building Standards Commission as pertains to disabled access along with revisions and interpretations adopted by DSA.
- 3.3. DSA is the authority having jurisdiction for access compliance approval of CSU projects. The California Building Code as adopted by the Building Standards Commission with its published effective dates is used by DSA. As we are in a period of code transition the Service Provider shall confirm with the campus project manager which code edition is to be used for the accessibility review. The Service Provider shall prominently identify the code editions upon which compliance was gauged in all project correspondence.
- 3.4. For each plan check review the Service Provider shall:
  - a. Review the submittal for general completeness prior to starting a detailed review. If the submittal is found manifestly incomplete such that the review cannot be prudently performed, the Service Provider shall offer to return the set to the campus and be due only shipping charges incurred. If the campus elects to proceed with the review, the review shall occur as identified in Section 7.0.c.
  - b. Develop a comprehensive 'Accessibility Plan Check Report' of items found not to be in code compliance. This report shall be presented in letter format.
  - c. Develop a separate 'Accessibility Back-check Set' of the plans and specifications with 'red-marked' annotations. Retain this marked up set as a progress record for use in resolving the back-check resubmittal.

The 'Accessibility Plan Check Report' and 'Accessibility Back-check set is to be separate from the 'Building Code Plan Check Report' and building code back check set for the same project.

- d. Send the original 'Accessibility Plan Check Report' to the campus project manager as identified in the Service Order Authorization.
- e. Send copy of the 'Accessibility Plan Check Report' to the project architect.
- f. Retain the annotated 'Accessibility Back-check Set' for later use in resolving the back-check.

The campus project manager may direct alternate routing of documents.

3.5 Other supplemental reviews shall follow a similar review and reporting process.

**4.0. Response Time for Initial Accessibility Reviews:**

4.1. The Service Provider shall diligently seek to complete initial accessibility reviews within the following durations:

<b>Project Construction Value</b>	<b>Calendar Days From Receipt</b>
\$400,000 and under	Seven (7)
\$400,001 to \$5,000,000	Fourteen (14)
\$5,000,001 to \$20,000,000	Twenty-one (21)
\$20,000,001 and over	Thirty-one (31)

4.2. Prior to starting work on the accessibility review, the Service Provider shall contact the campus project manager with a revised time estimate if they believe they may not be able to meet the above schedule expectations. In such instances, the campus may reassign this work. In this event the Service Provider shall forward the submittal package as directed by the campus project manager and be due only incurred shipping costs.

4.3. Response time for other supplemental reviews shall generally follow this response timeframe.

4.4. The inability to meet schedule expectations and/or to not advise of the need for additional time will influence the assignment of future work systemwide.

**5.0. Accessibility Back-Check Reviews [Progress]:**

The Service Provider shall:

- a. Perform up to three (3) back-check reviews to resolve initial comments and establish that the plans and specifications are in substantial compliance with designated codes.
- b. Develop accessibility back-check review comments in letter format.
- c. Mark up the resubmitted plans and specifications as appropriate. Retain this marked up set as a progress record for use in resolving the back-check resubmittal.

**Provide progress 'Accessibility Plan Check Reports' separate from the progress 'Building Code Plan Check Reports' for the same project.**

- d. Perform back-checks in a timely manner within approximately seven (7) to fourteen (14) days from receipt of the back-check submittal. The Service Provider shall advise the campus project manager if additional time is needed.
- e. Prepare and send the original 'Accessibility Progress Back-Check Review' letter to the campus project manager as identified in the Service Order Authorization.
- f. Send a copy of the 'Accessibility Progress Back-check Review' letter to the project architect.
- g. Retain the latest annotated 'Accessibility Back-check Set' for later use in resolving the back-check. Earlier accessibility back-check sets may be discarded.

**6.0. Resolution of Accessibility Back-Check Review [Final]:**

Upon satisfactory resolution of plan check comments, the Service Provider shall:

- a. Prepare an 'Access Compliance Recommendation of Approval' Letter confirming the Service Provider's opinion of substantial code compliance. Issue this as a separate letter. Issue any other supplemental review letters separately as well.

*Note: the review letter satisfies CSU's internal process requirements for tracking and documenting reviews.*

- b. Maintain statistical records (Start/Finish dates, etc.) for required annual reporting to the Office of the Chancellor (Section 14.2.).
- c. Accommodate reasonable requests by the campus project manager to defer stamping (or re-stamp) to accommodate the compilation of a conforming construction document set so that all approvals from various groups are present on the final construction set(s).
- d. Coordinate with the campus project manager for the routing of the [stamped] plan documents, whether back along with the 'approval' letter or to another entity for their stamping.

**7.0. Materially Deficient/Incomplete Documents [Rejection of Plans]:**

If a project submitted for review is found to be manifestly deficient or incomplete, the Service Provider shall:

- a. Halt their review at the earliest opportunity and seek direction from the campus project manager on whether the review should continue. If no substantive work has been done then the Service Provider shall only be due incurred shipping costs. If the lack in the submittal is discovered after the review has started in earnest, then 'b' or 'c' below shall apply.
- b. If the campus elects to terminate the review the Service Provider shall issue a letter describing the initial findings and return the submittal with a recommendation of 'Reject as Incomplete'. With the issuance of this letter the work on such a project is considered completed. The Service Provider shall invoice for work expended on the project noting on invoice 'project rejected as incomplete'. Renewed work on this project would require a new Service Order Authorization.
- c. If the campus elects to continue with the review the Service Provider shall issue a letter confirming the campus decision to continue the review of the deficient set. With this notification the Service provider obligation for back check review is reduced to one (1) back check.

**8.0. Deferred Submittals**

Deferred submittals are not allowed for accessibility reviews. Refer inquiries to CPDC.

**9.0. Partial Permits**

Partial Permits, i.e., Infrastructure, Foundation, Shell, Tenant Improvements, or other increments of construction may be allowed at the discretion of the campus project manager. Partial permit reviews shall require a dedicated set of documents clearly defining the work. Specifications and supporting calculations must be complete and tailored to the work proposed.

A partial permit shall be considered an individual review and require DSA approval. Project minimum review charges shall apply.

**10.0. Relationship to Other Outside Reviews by CSU**

Typically, the CSU performs a series of concurrent reviews as a part of each project 'approval' process. Interaction/coordination as necessary with the following outside reviews shall be a part of the work.

**10.1. Building Code Review (Code)**

A separate building code review (excluding Accessibility) is performed on each project. (See Rider A-1.).

**10.2. State Fire Marshal (SFM)**

The Office of the State Fire Marshal (SFM) performs an exiting/fire/life-safety review for each CSU project.

**10.3. Seismic Peer Review (SRB)**

The CSU performs a separate independent technical peer review of the seismic aspects of each construction projects for conformance to good seismic restraint practices.

**10.4. Health Department Review**

A separate review covering health code issues for food service and aquatic elements (pools, fountains, etc.) is performed by the local County Health Department jurisdiction in which the project is located. The need for Health Department approvals shall be identified in the accessibility plan check recommendation for approval.

**10.5. Construction Field Review**

Construction phase field inspection/observation services are not a part of this work. The scope of work under this agreement is limited to plan review.

**11.0. Code Interpretation Dispute Resolution:**

In the event of dispute between the reviewer and project Architect/Engineer over the interpretation of the code relative to access compliance, the CSU building official at the Office of the Chancellor shall arbitrate for the purposes of this review. For formal DSA approval, DSA is the authority having jurisdiction.

**12.0. Extra Services:**

Extra Services require written pre-authorization by the Trustees.

**13.0. Reimbursable Expenses:**

Reimbursable expenses are not typical to this work.

**13.1. The following are not reimbursable:**

- a. Shipping charges, phone calls, faxes, consumables, etc. occurring in the course of providing plan review services under this agreement.

**13.2. The following are reimbursable:**

- a. Shipping charges when the project is formally rejected as incomplete (Section 7.0.).
- b. Shipping charges when a project is re-assigned by the campus (Section 4.2.).
- c. Travel expenses when requested in advance by the campus project manager. Travel expenses will be reimbursed in accordance with state policy. *The campus project manager shall provide this calculation for you if travel is required.*

**14.0. Work Reporting:**

- 14.1. The Service Provider shall submit one annual report for work done under this Agreement.

- 14.2. The report shall list all plan checks initiated during the reporting period and be provided in an Excel-readable spreadsheet format with the following headings:
- a. Campus
  - b. Project name
  - c. Type of review (Code, Accessibility, Partial, Other)
  - d. Current review status (Active/Complete)
  - e. Date of 'Recommendation of Approval' letter
  - f. Construction value basis
  - g. Plan check service order authorization amount
  - h. Total value of extra services authorized for the project

14.3. Send report to:

Mr. Thomas Kennedy  
 Chief of Architecture and Engineering  
 California State University, Office of the Chancellor  
 401 Golden Shore, 2<sup>nd</sup> Floor  
 Long Beach, CA 90802

**15.0. Fee:**

**15.1. Fee Schedule:**

Access compliance plan review fees shall be computed in accordance with the Plan Review Fee Schedule. Use the appropriate formula based on total project construction cost value. This will be the A/E design cost basis as identified in the project budget [[CSU form 2-7], Number 5 – Total Construction]. This amount may be obtained wither from the campus project manager or CPDC.

**ACCESS COMPLIANCE REVIEW  
 LUMP SUM BASE-FEE CALCULATOR**

Budgeted Construction Cost	Accessibility Review Fee
\$400,000 and under	.002 of estimated construction value
\$400,001 up to \$2,000,000	\$1,000 for the first \$400,000 of budgeted construction cost (PLUS) .001 of remainder of budgeted construction cost
\$2,000,000 and greater	\$2,500 for the first \$2,000,000 of budgeted construction cost (PLUS) .0001 of remainder of budgeted construction cost

15.2. **Minimum Fee:**

**An overriding \$1,500 minimum review fee shall apply 'per project'.** When the plan check fee by calculation exceeds the \$1,500, the larger plan check fee shall govern, i.e., the minimum fee is not added on to the plan check fee, rather it is used as a minimum review amount. Multiple minimum fees shall not be charged for other review components, i.e. building code review, individual extra service authorizations, deferred reviews of the same project.

A separate minimum fee is applicable to projects where the review was completed with a finding of 'Reject as Incomplete' (Section 7.0.b.).

A separate minimum fee is applicable to each 'partial' permit review (Section 9.0.).

A separate minimum fee is applicable to each separately submitted tenant improvement review (Section 9.0.).

16.0. **Payment and Invoicing:**

Payments for services and reimbursables shall be made in arrears for work completed to the satisfaction of the trustees upon presentation of a written statement not exceeding amounts previously authorized.

16.1 Payments will be authorized at the following milestone points:

a. For basic accessibility review services:

**70% of the initial Service Order Authorization amount shall payable at the conclusion of the initial review**

**30% of the initial Service Order Authorization amount shall payable at the conclusion of the back check review.**

b. Extra services shall be paid in arrears when completed.

c. Reimbursables shall be paid in arrears when incurred.

16.2. Invoicing for services and reimbursables shall:

a. Be sent to the campus project manager named in the Service Order Authorization

b. Identify campus, project name, and project reference number

c. Reference the Service Order Authorization number being billed against

d. Indicate the percentage of work completed and being invoiced for

e. Reference only a single project per invoice

End of Rider A-2

**THE CALIFORNIA STATE UNIVERSITY**

***Plan Check Master Enabling Agreement, Exhibit A***  
**Service Order & Authorization to Proceed**

[Date]

Mr. Kurt Culver  
Esgil Corporation  
9320 Chesapeake Drive, Suite 208  
San Diego, California 92123

Subject: [Project Name], [Project Number]  
[Campus]  
Service Order & Authorization to Proceed Number: [insert]

In accordance with the provisions of the Systemwide Master Enabling Agreement Number **2957**, you are hereby authorized to [insert as appropriate]  
[Provide code building code review for the subject project – (Rider A-1)]  
[Provide the following related extra service [insert brief description]]

The Service Provider shall not perform services in excess of this Service Order without prior written authorization to proceed from the University.

Service Provider shall report to:

[CSU Campus Name]  
[Campus Department]  
[Executive Dean or designated campus project manager]  
[Campus Address]  
[Campus Project Manager's Phone Number]

The total amount to be expended under this Service Order shall not exceed **[written and numerical dollar value]** inclusive of reimbursables, regardless of Service Provider's cost in performing these services. To invoice, submit a single signed invoice per project. On each invoice identify the Agreement Number and Service Order & Authorization to Proceed Number. Direct invoices to the project manager named above.

Questions regarding this authorization shall be directed to the above named project manager.

Approved:

Fund Certified:

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Thomas M. Kennedy  
Chief of Architecture and Engineering  
Capital Planning, Design & Construction

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Jean L. Gill  
Assistant Controller  
Financial Services Accounting

c: Campus Executive Facility Office  
Architect, Chancellor's Office  
Planner, Chancellor's Office  
File