

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY  
**SYSTEMWIDE MASTER ENABLING (8/1 07)**  
**SERVICE AGREEMENT**

0 SERVICE PROVIDER  
 0 TRUSTEES  
 0 GENERAL COUNSEL  
 0 ACCOUNTING (copy)  
 0 ORIGINATOR (copy)

This AGREEMENT is made and entered into this **29th day of April, 2010**, pursuant to the Public Contract Code 10700 et. seq., by and between the Trustees of The California State University on behalf of

Campus <b>California State University, Systemwide</b>		Agreement Number: <b>80896</b>	Project Number <b>Systemwide</b>
hereafter referred to as Trustees, and <b>PC Associates</b>		Federal I. D. Number	Amendment Number <b>1</b>
hereafter referred to as Service Provider.	License or Registration Number:	Insurance Co.	Policy No.

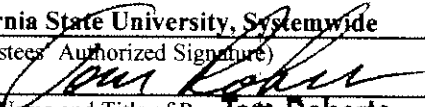

WITNESSETH: That the Service Provider in consideration of the covenants, conditions and agreements of the Trustees herein contained, does hereby agree to furnish all labor, materials, and equipment and to perform all work necessary to complete, in a skillful manner, the following:

Agreement No. 80896 dated June 1, 2009 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, 2009 through June 30, 2011 with no further renewals upon expiration.

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

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

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY							SERVICE PROVIDER				
Campus <b>California State University, Systemwide</b>							(If other than an individual, state whether a corporation, etc.) <b>PC Associates</b>				
By (Trustees' Authorized Signature) 							By (Authorized Signature) 				
Printed Name and Title of Person <b>Tom Roberts</b> <b>Director</b>							Printed Name and Title of Person Signing <b>Michelle M. Pettit</b>				
<b>Contract Services &amp; Procurement</b> <b>401 Golden Shore, Long Beach, CA 90802</b>							Address of Vendor <b>145 W. Main Street, Suite 200, Tustin, CA 92780</b>				
<b>SCO Account</b>	Fund	Sub Fund	Agency	Yr	Ref/Item	Category	Program	Element	Chapter	Fiscal Yr	Legal Reference
<b>Data:</b>				10						10-11	
Fund Name <i>Funds assigned on "Service Order &amp; Authorization to Proceed"</i>							Sub Ledger No.		SL Sub Code		
Amount Encumbered \$ <i>On Service Order &amp; Auth. to Proceed</i>	I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.										
Amount of Increase \$0	Signature of Accounting Officer <i>Accounting Office signs "Service Order &amp; Authorization to Proceed"</i>									Date	
Amount of Decrease \$0	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										
Total Amount Encumbered \$ <i>On Service Order &amp; Auth. to Proceed</i>	By Attorney: 									Date <b>5/21/10</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><u>'Code Reviewed'</u></b> <b>[Name of Service Provider Firm]</b>
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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 call for deferred submittals to be listed in Division One of the project specifications;
  - 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 they suspect 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 review comments 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

<b>TOTAL VALUATION</b>	<b>BUILDING PERMIT FEE</b>
<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:

**70% of the initial Service Order Authorization amount** after the initial plan check review letter is received.

**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

## **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  
(See next page)**

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

<b>Budgeted Construction Cost</b>	<b>Accessibility Review Fee</b>
\$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 or individual extra service authorizations, i.e., deferred reviews of the same project.

A separate minimum fee is applicable to projects where the review was completed with a finding of ‘Rejected 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