

MECHANICAL SYSTEMS REVIEW (MSR)

MASTER ENABLING AGREEMENT (9/08/06f)

This AGREEMENT is made and entered into this 2nd day of June, 2009 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, Systemwide	Agreement No: 70953	Amendment No: 1	Project No:	Project Name: Mech Systems Review
hereafter referred to as Trustees, and Service Provider, Power Engineering		CSU Vendor ID No. 2291	Federal ID No: 95-39631182	License No: E12485
Address of Service Provider 2703 Saturn Street, Brea, CA 92821			Telephone No: (714) 524-9100	Fax No: (714) 528-8782

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. 70953 dated May 13, 2008, is hereby amended as follows:

1. This agreement extends the term for an additional one (1) year, effective July 1, 2009 to June 30, 2010, with no further renewals upon expiration.

Except as previously 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.

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY					SERVICE PROVIDER					
Campus California State University, Systemwide					Full Legal Name of Service Provider Power Engineering Services, Inc					
By (Trustees' Authorized Signature) <i>Linda Masterton</i> 7-8-09					By (Service Provider's Authorized Signature) <i>Douglas Effenberger</i>					
Printed Name and Title of Person Signing for Trustees Linda Masterton, Assistant Director, Systemwide Contracts					Printed Name and Title of Person Signing for Service Provider Douglas Effenberger, Vice President					
Contract Services & Procurement 401 Golden Shore, Long Beach, CA 90802					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) _____					
SCO Account Data:										
Fund	Sub Fund	Agency	Yr	Ref/Item	Category	Program Element	Component	Chapter	Fiscal Yr	Legal Reference
Fund Name <i>Funds assigned on "Service Order & Authorization to Proceed"</i>				PS Account	PS Fund	PS Dept ID	PS Program	PS Class	PS Project/Grant	
Amount Encumbered \$0	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	Accounting Officer signs "Service Order & Authorization to Proceed"									
Amount of Decrease \$0	Signature of Accounting Officer _____ Date _____									
Total Amount Encumbered \$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.									
	By Attorney: <i>[Signature]</i>								Date 7-15-09	

MECHANICAL SYSTEMS REVIEW (MSR)

MASTER ENABLING AGREEMENT (9/08/06f)

This AGREEMENT is made and entered into this 13th day of May, 2008 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, Systemwide	Agreement No: 70953	Amendment No: N/A	Project No:	Project Name: Mech Systems Review
hereafter referred to as Trustees, and Service Provider, Power Engineering	CSU Vendor ID No. 2291		Federal ID No: 95-39631182	License No: E12485
Address of Service Provider 2703 Saturn Street, Brea, CA 92821			Telephone No: (714) 524-9100	Fax No: (714) 528-8782

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

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

- Rider A - Scope of Service and Payment Schedule, consisting of ten (10) pages;
- Rider B - Agreement General Provisions, consisting of three (3) pages;
- Rider B-1 - Supplementary General Provisions, consisting of one (1) page;
- Exhibit A - Sample Service Order and Authorization to Proceed, consisting of one (1) page.

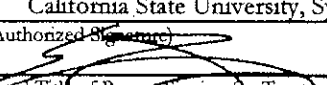
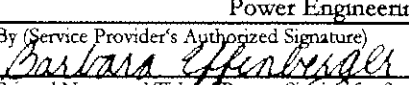
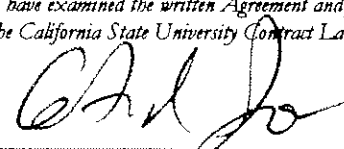
The term shall be from July 1, 2008 through June 30, 2009, with the option given the Trustees of extending the Agreement with the same terms and conditions for up to one additional one (1) year period.

The Service Provider shall report to Satinder Gulati, University Engineer for Capital Planning, Design and Construction in the Office of the Chancellor.

The total amount to be expended under this Agreement shall be determined by the overall usage by each participating campus and the California State University, Office of the Chancellor.

Payment shall be made in accordance with Rider A.

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 Power Engineering					
By (Trustees' Authorized Signature) 					By (Service Provider's Authorized Signature) 					
Printed Name and Title of Person Signing for Trustees Eddie Choy, Assistant Director, Systemwide Contracts					Printed Name and Title of Person Signing for Service Provider Barbara Effenberger, President					
Contract Services & Procurement 401 Golden Shore, Long Beach, CA 90802					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) _____					
SCO Account Data:										
Fund	Sub Fund	Agency	Yr	Ref/Item	Category	Program Element	Component	Chapter	Fiscal Yr	Legal Reference
Fund Name <i>Funds assigned on "Service Order & Authorization to Proceed"</i>				PS Account	PS Fund	PS Dept ID	PS Program	PS Class	PS Project/Grant	
Amount Encumbered \$0	I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above. Accounting Officer signs "Service Order & Authorization to Proceed" Signature of Accounting Officer _____ Date _____									
Amount of Increase \$0										
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. <i>6-6-08</i>									
Total Amount Encumbered \$0	By Attorney: 									Date _____

Rider A, Mechanical Systems Review (MSR) Master Enabling Agreement Scope of Service and Payment Schedule

The Service Provider agrees to provide the following services:

1. Capability of Staff

- 1.1. The Service Provider shall be a responsible professional capable of providing mechanical systems review (MSR) for a broad range of projects.
- 1.2. If the Service Provider elects to rely on a professional staff to assist in providing these reviews, the Service Provider's assigned staff must be experienced and proficient in assessing plans, specifications, and reports for functionality, constructability, suitability for intended use, maintainability, and cost effectiveness.

2. Authorization of Work

- 2.1. Only Trustees of the CSU may authorize work under this Agreement. Work shall typically be coordinated through an individual campus project manager, with milestone reporting to Capital Planning, Design and Construction (CPDC) at the CSU Office of the Chancellor.
- 2.2. The basic fee for MSR by Service Provider is pre-established, based on construction costs of the project being reviewed. If a review is terminated due to cancellation of the project during design, an equitable adjustment of fee shall be made to reflect work satisfactorily completed.
- 2.3. Trustees do not guarantee a minimum assignment of work to the Service Provider under this Agreement. Work assignments may be made to a pre-qualified Service Provider at the discretion of the campus. For work where the campus has not expressed a preference for assignment to a specific Service Provider, the Chair of the Mechanical Review Board (MRB) shall endeavor to equitably distribute assignments to various MSR Service Providers.
- 2.4. The Service Provider shall avoid conflicts of interest and the appearance of conflicts of interest and shall not accept MSR assignments where there is current contractual relationship between the Service Provider (even for another unrelated project) and the person or entity whose work is being reviewed.
- 2.5. Work assignments under this Agreement shall be authorized by a Service Order & Authorization to Proceed (Exhibit A). Extra Services and authorization for reimbursable charges shall be authorized by a separate Service Order & Authorization to Proceed.
- 2.6. Service Order & Authorizations to Proceed shall be issued under this Agreement only during the term hereof. Work authorized by issuance of a Service Order & Authorization to Proceed within the term of this Agreement may be conducted and completed under this Agreement after the expiration of the contract term of this Agreement unless the Agreement is terminated prior to the expiration of its term in writing by the Trustees pursuant to paragraphs 3 and 4 in Rider B, Agreement General Provisions, of this Agreement.
- 2.7. The term of the "Service Order & Authorization to Proceed" Agreement shall begin on the date indicated on the Service Order & Authorization to Proceed and conclude with the completion of the project or its termination.

3. Mechanical Systems Review (MSR)

- 3.1. For each project submitted and accepted for review, the Service Provider shall perform a Mechanical Systems Review (MSR) of the building(s) or project. The emphasis of this review for most projects will most likely be on the mechanical systems except for energy conservation construction projects, central plants and the utilities infrastructure projects.

The emphasis on the energy conservation projects shall be on the reduction in the energy consumption; the emphasis on the central plants shall be both on the electrical and the mechanical systems and the emphasis on the utilities infrastructure projects shall be on the adequacy of the utilities [i.e. electrical power, natural gas, water (domestic & fire), sewer, storm drain, chilled & hot water, steam & condensate return and telecommunication cables].

- 3.2. The primary purpose of the mechanical systems review is to offer a knowledgeable professional 'second opinion' and strategic insights on the functionality and efficacy of the project's mechanical systems. Although code compliance comments may be presented as a part of this review the review is not intended and will not be used as a code compliance check

The MSR comments are advisory to the campus. The Project Architect/Engineer of record retains full responsibility for the design documents including their completeness and function.

- 3.3. Service Provider shall suggest potential design options, analysis perspectives, and relay CSU Systemwide experience in materials performance considerations that the design team can build upon in the development of the project.
- 3.4. Service Provider shall provide recommendations of possible methods for the resolution of technical issues encountered in the design and construction (the responsibility for implementing these suggestions rests completely with the Architect/Engineer of record).
- 3.5. Service Provider shall provide recommendations where new, and/or innovative design or analysis procedures are proposed.
- 3.6. The Service Provider shall perform a MSR during each design phase (Schematic, Preliminary, and Construction Documents). At the conclusion of each review, Service Provider shall provide recommended corrections in the form of design review comments in excel format. Email copies of the comments may initially be sent; however, they must be followed up in all cases with mailed, original executed comments sent to the campus project manager with a copy to CPDC at the address set forth in Section 14.2 hereof.
- 3.7. During the construction phase of a project, the Service Provider shall act as a resource to the Trustees for review and assessment of technical issues that may be encountered.

4. MSR of Major Capital Design-Bid-Build and Construction Manager at Risk Projects:

- 4.1. During the Schematic Design Phase, the Service Provider shall:
- a. Participate in at least one meeting with campus personnel and the project architect/engineer of record at the campus, become familiar with project scope, project goals, physical constraints and established budget, examine the available information on the condition of the building(s), the engineering concepts employed and discuss design concepts and potential alternatives with the project team.

- b. During the 50% Schematic Design Phase the Service Provider shall provide a letter to the campus stating the MRB Reviewer concurs with the proposed design of the mechanical systems.
 - c. During the 100% Schematic Design Phase the Service Provider shall:
 - 1. Review submittal documents including, but not limited to the plans and outline specifications, basis of design report, schematic level construction cost estimate and life cycle cost analysis of various systems analyzed and the proposed system and identify if submittal is materially complete; and
 - 2. Develop review comments taking into account the building, building site, and local environmental conditions; and
 - 3. Focus on confirming assumptions and validating concepts, systems, and the layout. The review at this phase is the most 'strategic' and the most critical.
- 4.2. During the Preliminary Design Phase, the Service Provider shall:
- a. Review project plans, outline specifications, construction cost estimate, and the basis of design report including calculations, equipment selection and updated life cycle cost analysis; and
 - b. Focus on confirming concepts, systems, and assumptions. The review at this phase shall be more 'tactical' to confirm that the implementation of the 'approved' schematic documents is being appropriately developed and resolved. Assess if the project is 'on target' to provide a well functioning, energy efficient, facility within the established budget.
- 4.3. During the Construction Document Design, the Service Provider shall:
- a. Review updates to the basis of design report, life cycle cost analysis, project specifications and construction cost estimate to confirm that the design is consistent with the design approved from the Preliminary Design Phase; and
 - b. Confirm that project specifications include requirements of the State of California Title 24 Energy Efficiency Standards Acceptance Certificates.
 - c. Review the ninety-five percent (95%) plans including, but not limited to mechanical, plumbing and fire protection; controls including sequence of operations, and building automation system; and
 - d. Confirm that the construction documents submitted for review includes complete equipment schedules; Title-24 mandatory measurements including energy compliance forms, floor plans, flow diagrams, sections and details. Confirm that the design exceeds the California Title 24 Energy Efficiency Standards by a minimum of 15% for new construction and a minimum of 10% for remodel projects and evaluate the measures taken to achieve this goal. The Service Provider shall inform the campus project manager if the submittal is materially complete.

5. MSR of Design-Build Projects:

MSR of Design-Build Projects shall generally follow the procedures for Design-Bid-Build projects set forth above, but shall modify the review emphasis to reflect differences in delivery methods. (i.e., limited review of costs in later phases, and more focus on confirming that quality is not being diminished from that agreed to at the end of 'Schematic' Design Phase).

6. Electrical Power & Lighting systems Review (ESR)

ESR of electrical power and lighting systems shall be performed for Design-Bid-Build, Design-Build, and Energy Conservation Projects only when requested and authorized by a campus for a particular project. The ESR shall include the following:

- 6.1 **Electrical Power Distribution:** Service Provider shall verify that the design team has determined the campus electric power distribution system has the capacity to deliver power to a new building or additional building load for the remodel projects.
- 6.2 **Building Electrical Service:** The Service Provider shall review the building electrical service and system design for the efficient delivery of power to loads. For remodel projects, visit the site to confirm the design adequately shows the upgrading of the existing systems. Confirm the existing defects, including short circuit and arc flash hazard, are adequately addressed in the design.
- 6.3 **Metering:** The Service Provider shall confirm the provisions for metering, recording and data transfer of electric power delivered to the building and system loads, such as building mechanical equipment have been specified in accordance with the CSU Metering Guidelines. Confirm the design includes the integration of the building metering devices with the building energy management system (EMS) and Campus utility monitory systems.
- 6.4 **Indoor and Outdoor Lighting Systems.** Provide an evaluation of both indoor and outdoor lighting systems. Confirm these systems generally conform to the CSU policy on Energy Conservation, Sustainable Building Practices and Physical Plan Management. Confirm the lamps specified for the project are energy efficient and the selection of these lamps is based on the life cycle costs analysis. Evaluate illumination levels and task lighting levels based on CSU accepted criteria for room or area occupancy as these criteria become available. Evaluate lighting controls and control systems specified by the design team, for optimized energy savings

7. MSR of Energy Conservation Construction Projects:

Reviews of the energy conservation projects shall be performed in a manner similar to a CSU Design-Build project review. It is the goal of the California State University to improve campus-building performance and achieve the lowest environmental impact feasible, by continuing to practice responsible stewardship using available resources. Energy Use Intensity (EUI) measured in British Thermal Units per gross square foot per year shall be used to benchmark building performance for both state and non-state supported buildings of the campuses. Given the size and complexity of building systems, there remain many additional opportunities to enhance building systems efficiency and reduce overall energy costs. Opportunities for energy projects exist at campuses in lighting systems, HVAC systems, building controls, automation, central plants and energy infrastructure including Combined Heat & Power (CHP) systems. The review shall seek to confirm that the cost of the alterations will be less than the marginal cost of the energy that would have been consumed in the absence of those alterations (in conformance with Public Contract Code 10709).

The emphasis on the energy conservation building projects shall be on the reduction in the energy consumption; the emphasis on the energy conservation central plant projects shall be both on the electrical and the mechanical systems and the emphasis on the utilities infrastructure projects shall be on the capacity and efficient distribution of the utilities.

- 7.1 Provide a review at the Preliminary Assessment (PA) Phase that corresponds to a schematic design review; and:
- a. Assist campus in project definition and evaluating PA's submitted by a minimum of two and no more than three energy services company (ESCO) firms
 - b. Participate in at least one meeting with campus personnel at the campus during the Preliminary Assessment phase of the project and examine the available information on the engineering concepts employed by submitting firms and provide an assessment of project viability to assist the campus in selecting the most appropriate firm to proceed.
 - c. Examine if the proposal addresses campus needs, concerns and issues.
 - d. Evaluate if the annual energy savings indicated in the PA is within reason when compared to the total campus annual energy consumption.
- 7.2. Provide a review at the Investment Grade Assessment (IGA) phase that corresponds to a preliminary review; and
- a. Assess the submitted proposed campus base yearly consumption and energy savings.
 - b. Evaluate if the annual energy savings indicated in the IGA is within reason when compared to the total campus annual energy consumption.
 - c. Assess the Project Performance Measurement Criteria and Commissioning Plan submitted by the ESCO.
 - d. Suggest potential design options, analysis perspectives, and relay CSU system-wide experience in materials performance considerations that the design team can build upon in the development of the project.
 - e. Provide recommendations where new, and/or innovative design or analysis procedures are proposed.
 - f. Perform a Mechanical Systems Review of the proposed project design
- 7.3 Confirm during the Construction Document Design Phase that the design presented is consistent with the previously approved phases; and
- a. Assess the Project Performance Measurement Criteria submitted by the ESCO.
 - b. Perform a Mechanical Systems Review of the final project design
 - c. Identify if critical flaws have been introduced into the design that would impact the operation and/or constructability of the project.

8. Back-Check Review:

- 8.1. If requested by the campus project manager, the Service Provider shall provide up to one back-check review of resubmitted plans during the course of the project. This back-check shall include an assessment whether comments made in the prior reviews have been addressed, and shall identify any prior comments that have not been satisfactorily addressed and their impact on the project if constructed as presented.
- 8.2. The Service Provider shall prepare and send back-check comments of the resubmitted plans to the campus project manager identified in the Service Order & Authorization to Proceed and a copy to CPDC at the address provided in Section 15.2 hereof.
- 8.3. At the completion of the design review confirm in writing to the project manager and copy to the Office of the Chancellor that all MSR comments have been resolved to the satisfaction of the reviewing board member.
- 8.4. Omission of this back-check review shall not result in any fee reduction.

9. Project Deliverables and Distribution:

The Service Provider shall deliver the following for each project MSR:

- 9.1. Mechanical Systems Review letter at 50% Schematic Design to the Campus and a copy to CPDC at the address provided in Section 15.2 hereof.
- 9.2. One copy of the design review comments of each submittal, including back check comments if any, to the campus and one copy to CPDC at the address provided in Section 15.2 hereof.
- 9.3. One mechanical systems review letter at the completion of the review process. The MSR letter shall include signature of the reviewer and sent to the campus project manager with a copy to CPDC at the address set forth in section 15.2 hereof. The Service Provider shall indicate if the design complies with the intent of the prior comments issued by the Service Provider and identify comments or concerns that have not been satisfactorily addressed and their impact on the project if constructed as presented.

10. Coordination with Mechanical Review Board:

Service Provider shall periodically report to the Mechanical Review Board (MRB) on review issues and concerns that may have CSU Systemwide implications. The MRB shall consider how the review process and scope can be improved and/or streamlined in the future.

11. Extra Services

Extra Services Authorization shall be at the sole discretion of the Trustees and shall not include work that is incidental to the original MSR. Extra Services are not anticipated to be needed in the typical course of providing a MSR.

- 11.1. The following, depending on the circumstances, may justify an Extra Services Authorization:
 - a. Electrical Lighting Systems Review
 - b. Electrical Power Systems Review
 - c. Plumbing Systems Review

- d. Additional meetings / site visits requested by the campus beyond the initial schematic meeting.
- e. Additional back-check(s) requested by the campus.
- f. Design changes submitted for review during construction.
- g. Commissioning services during construction.
- h. Additional post occupancy commissioning not included in CSU commissioning Master Enabling Agreement scope of services.

11.2. Extra Services require pre-authorization in writing by the campus project manager and shall be issued as a separate Service Order and Authorization to Proceed. Extra Services for different tasks may be combined into one Service Order & Authorization to Proceed. Work across separate projects must be separately authorized.

12. Reimbursable Expenses

The fee for a Service Provider's MSR shall include normal operating expenses incidental to this work. Reimbursable expenses should not be needed in the typical course of providing a MSR.

12.1. The following are not reimbursable expenses:

- a. Travel expenses incurred for one trip to the campus during the schematic phase (or preliminary Assessment phase in the case of energy conservation projects) is included in the base fee amount and are not reimbursable.
- b. Shipping charges, phone calls, faxes, consumables, etc. occurring in the course of providing the MSR services under this Agreement.

12.2. Additional travel expenses when requested by the campus project manager are reimbursable. Travel expenses shall be reimbursed in accordance with State policy. *The campus project manager shall provide Service Provider with the appropriate calculation if travel is required.*

13. Fee Schedule

A. Capital Projects: MSR fee shall be computed in accordance with the fee schedule shown below. Fees are based on total project construction budget as identified in the project budget [CSU Form CPDC 2-7, Line 5 – Total Construction]. The construction budget for the project may be obtained from the campus project manager or directly from CPDC. Fee schedule is as follows:

Total Construction Value (CSU Form CPDC 2-7, Line 5)	Mechanical Systems Review Lump Sum Fee	Electrical Power & Lighting Systems Review Lump Sum Fee
Under \$400,000.00	Not Required	Not Required
Over \$400,000.00 to \$2,000,000.00	\$6,000.00	\$1,800.00

Over \$2,000,000.00 to \$6,000,000.00	\$8,000.00	\$2,400.00
Over \$6,000,000.00 to \$10,000,000.00	\$10,000.00	\$3,330.00
Over \$10,000,000.00 to \$30,000,000.00	\$12,000.00	\$3,600.00
Over \$30,000,000.00 to \$50,000,000.00	\$15,000.00	\$4,500.00
Over \$50,000,000.00 to \$90,000,000.00	\$18,000.00	\$5,400.00
Over \$90,000,000	\$22,000.00	\$6,600.00

B. Energy Conservation Construction Projects

1. **PA:** MSR fee for PA shall be based on the time and expense basis not to exceed \$2,500
2. **IGA and Design Documents:** MSR fee for IGA and design documents shall be based on the following schedule:

Total construction value (CSU Form CPDC 2-7)	MSR Lump sum Fee	MSR Fee for IGA Submittal	MSR Fee for Design Documents Submittal
Under \$400,000	\$6,000	\$2,400	\$3,600
\$400,001 to \$1,000,000	\$8,000	\$3,200	\$4,800
\$1,000,001 to \$2,000,000	\$10,000	\$4,000	\$6,000
\$2,000,001 to \$4,000,000	\$12,000	\$4,800	\$7,200
\$4,001,000 to \$6,000,000	\$15,000	\$6,000	\$9,000
\$6,000,001 to \$8,000,000	\$18,000	\$7,200	\$11,800
\$8,000,001 to \$10,000,000	\$20,000	\$8,000	\$12,000
Over \$10,000,000	\$22,000	\$8,800	\$13,200

14. Payment and Invoicing

Payments for services shall be made in arrears for work completed to the satisfaction of the Trustees upon presentation of a written statement not exceeding the amounts specified.

- 14.1. Payments will be authorized at the following milestone points:
 - a. Forty percent (40%) upon completion of Schematic Phase Review.
 - b. Thirty percent (30%) upon completion Preliminary Phase Review.
 - c. Thirty percent (30%) upon completion Construction Document Phase Review.
- 14.2. Extra services if any shall be paid in arrears when completed.
- 14.3. Reimbursable expenses if any shall be paid in arrears when incurred.
- 14.4. Invoicing for services and reimbursable expenses shall:
 - a. Be sent to the campus project manager named in the Service Order & Authorization to Proceed;
 - b. Identify campus, project name, and project reference number;
 - c. Reference the Service Order & Authorization to Proceed number being billed against;
 - d. Indicate what work and the percentage completed on each invoice; and
 - e. Reference only a single project per invoice.
- 14.5. The total amount to be expended under this Agreement shall be determined by the overall usage by each participating campus and the California State University, Office of the Chancellor.

15. Annual Summary Reporting

The Service Provider shall submit an annual summary report of work performed under this Agreement. This report shall identify work authorized from July 1, 2008 to June 30, 2009.

- 15.1. This report shall list MSRs initiated during the reporting period and be provided in an Excel-readable spreadsheet format with the following headings:
 - a. Campus;
 - b. Project Name;
 - c. Construction budget provided by the campus or CPDC;
 - d. Fee Paid (or to be paid for work in progress);
 - e. Date of the MSR of the Schematic Design or Preliminary Assessment as applicable;
 - f. Date of the MSR of the Preliminary Design or Investment Grade Assessment as applicable;
 - g. Date of the MSR of the Construction Documents; and
 - h. Additional Comments (i.e. work in progress, Energy Conservation Construction project terminated at Preliminary Assessment, etc.).
- 15.2. The Annual Summary Report shall be compiled and presented to California State University, Office of the Chancellor by July 31, 2009, respectively, to the contact below as follows:

California State University, Office of the Chancellor
Capital Planning, Design and Construction
401 Golden Shore, 2nd Floor
Long Beach, California 90802-4210
Attention: Satinder Gulati, University Engineer
Telephone: (562) 951-4105
Email: sgulati@calstate.edu

16. Direct queries regarding this Master Enabling Agreement to CPDC at the address provided in Section 15.2 above and Service Order & Authorization to Proceed to the campus project manager identified in the Service Order & Authorization to Proceed.

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 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.
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.

**Rider B-1
Supplementary General Provisions**

The following changes are hereby made as follows to the Agreement General Provisions.

1. Delete paragraph 20. and replace with:

Indemnification: The Service Provider and the Trustees shall each indemnify, defend and hold harmless the other, and the other's directors, officers, agents, and employees 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 of the indemnifying party or its directors, officers, agents, and employees in connection with any matter related to the performance of this Agreement.