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

**University**

California State University

**Agreement No.**

150018

**Amendment No.**

1

**Project No.**

Systemwide

**Project Name:**

Mechanical Peer Review

hereafter referred to as Trustees, and Service Provider,

P2S Engineering, Inc.

Address of Service Provider:

5000 Spring Street, 6th Floor, Long Beach, CA 90815

**Trustees (Originator)-option**

**Trustee ID No.**

132

**License No.**

M26243

**Service Provider (Recipient)-option**

**CSU Vendor ID No.**

33-0456311

**Telephone No.:**

562-497-2999

**Fax No.:**

562-497-2990

WITNESSETH:

That the Service Provider in consideration of the statements and conditions 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. 150018, dated June 15, 2015 is hereby amended as follows:

1. This amendment exercises the option to extend the term for an additional one (1) year. The term of this agreement shall be from July 1, 2015 through June 30, 2017 with no options remaining.

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

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


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

**THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY**

By (Trustees' Authorized Signature) ___________________________

Printed Name and Title of Person Signing for Trustees

Elysa F. San Juan, Assistant Vice Chancellor

Capital Planning, Design and Construction

401 Golden Shore, Long Beach, CA 90802

**SERVICE PROVIDER**

Full Legal Name of Service Provider

P2S Engineering, Inc.

By (Service Provider's Authorized Signature) ___________________________

Printed Name and Title of Person Signing for Service Provider

Kent W. Peterson, VP

Check appropriate box below that best describes Service Provider:

☐ Sole Proprietaryship

☐ Partnership

☐ Corporation

☐ Limited Liability Co.

☐ Other (specify) ___________________________

**SCO Account Data:**

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Sub Fund</th>
<th>Agency</th>
<th>Yr</th>
<th>Ref/Item</th>
<th>Category</th>
<th>Program Element</th>
<th>Component</th>
<th>Chapter</th>
<th>Fiscal Yr</th>
<th>Legal Reference</th>
</tr>
</thead>
</table>

| Amount Encumbered | $0 | I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above. |
| Amount of Increase | $0 |
| Amount of Decrease | $0 |
| Total Amount Encumbered | $0 |

Accounting Officer signs "Service Order Authorization" ___________________________

Date

By Attorney: ___________________________

Date

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

Service Agreement

01/14/14
MASTER ENABLING AGREEMENT
MECHANICAL PEER REVIEW (01/14/15)

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

<table>
<thead>
<tr>
<th>University</th>
<th>California State University</th>
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<tr>
<td>Agreement No.</td>
<td>150018</td>
</tr>
<tr>
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<td>N/A</td>
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<td>Systemwide</td>
<td>Mechanical Peer Review</td>
</tr>
<tr>
<td>P2S Engineering, Inc.</td>
<td>CSUVendor ID No. 132</td>
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<td>Federal ID No. 33-0463311</td>
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<td></td>
<td>License No. M26243</td>
</tr>
<tr>
<td>Address of Service Provider</td>
<td>Telephone No. 562-497-2999</td>
</tr>
<tr>
<td></td>
<td>Fax No. 562-497-2990</td>
</tr>
</tbody>
</table>

5000 Spring Street, 8th Floor, Long Beach, CA 90815

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 skilful manner, the following:

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

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

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


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

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

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

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

All State University

By (Trustees’ Authorized Signature)

Printed Name and Title of Person Signing for Trustees

Elvira F. San Juan, Assistant Vice Chancellor

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

SCO Account Data:

<table>
<thead>
<tr>
<th>Fund</th>
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Fund Name

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<td></td>
<td>PS Class</td>
</tr>
<tr>
<td></td>
<td>PS Project/Grant</td>
</tr>
</tbody>
</table>

Amount Encumbered

$0.00

Amount of Increase

$0

Amount of Decrease

$0

Total Amount Encumbered

$0.00

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

Accounting Officer signs “Service Order and Authorization to Proceed”

Signature of Accounting Officer

Date

1/14/14

I hereby certify that I have reviewed the written Agreement and find the same to be in accordance with the requirements of the California State University Contract Law. STEVE RASKOVICH, GENERAL COUNSEL

By Attorney

Date
1. **Capability of Staff:**

Mechanical and Electrical Systems Peer Reviews (MSR-ESR) under this agreement may be performed by internal staff, but shall be coordinated and reviewed by the respective appointed Mechanical Review Board member prior to issuance of any review or correspondence.

2. **Authorization of Work:**

2.1. Only the CSU trustees’ representatives may authorize work under this Agreement. Work shall typically be coordinated through an individual campus staff project manager or Capital Planning, Design and Construction (CPDC) at the CSU Office of the Chancellor.

2.2. MSR and ESR fees are pre-established, based on construction costs of the project being reviewed. If a review is terminated due to cancellation of the project during design, payment will be made for work completed.

2.3. Trustees do not guarantee a minimum assignment of work to the Service Provider under this Agreement. Work assignments will be made at the discretion of the campus.

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

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

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

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

3. **Mechanical Systems Review (MSR):**

The MSR is a required review for CSU major capital projects. The ESR review is recommended, but optional and elective by the campus.

3.1. For each project submitted and accepted for review, the Service Provider shall perform a Mechanical and/or Electrical Systems Review (MSR-ESR) of the building(s) or project.

3.2. The primary purpose of the mechanical and electrical systems peer 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 as a substitute for an independent code compliance check that the campus will typically be conducting separately to this work.

While the peer review process supports the project's design development, the project architect/engineer of record retains full responsibility for the design documents including their completeness and function.
3.3. The Service Provider may 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. The Service Provider may 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. The Service Provider shall provide MSR-ESR during each design phase (Schematic, Preliminary, and Construction Documents). Develop review comments addressing the specific project. Categorize each comment into one of three tiers:

1) Required Must be resolved as part of the back check process for project to move into next phase.

2) Recommended Review response must provide a defensible explanation including break-even point if cost is the primary determinant for a recommended comment not being incorporated.

3) Advisory General recommendation that needs to be acknowledged by campus, but is elective to be incorporated.

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

3.7. Provide recommended corrections in the form of design review comments in Word (readable) format.

3.8. For each review send copies to the campus project manager, design team, and to CPDC A/E.

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

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

4.1. During the Schematic Design Phase, the Service Provider shall:

1. 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, established budget, and campus design guidelines. Identify critical systems and equipment requiring seismic certification and bracing, examine the available information on the condition of the campus infrastructure and site utilities and point for interconnection, condition and capacity of building(s) systems, review the engineering concepts employed to achieve energy efficiency criteria, and discuss basis of design concepts and potential alternatives with the project team.

When providing an ESR, become familiar with project scope, project goals, physical constraints and established budget, campus design guidelines, identify critical systems and equipment requiring seismic certification and bracing, review the available information on the condition of the campus electrical power and IT infrastructure and interconnection requirements, building(s) electrical and IT systems, discuss capacity constraints, review the engineering concepts employed to achieve energy efficiency criteria, lighting and energy controls, emergency power and life safety, and discuss basis of design concepts and potential alternatives with the project team.

2. Approximately 75% through Schematic Design phase, in anticipation of a CPDC project review, provide a letter to the campus stating the MSR-ESR reviewer concurs (or not) with the proposed design approach of the mechanical systems.
3. Continue with the peer review and involvement through the completion of the Schematic Design Phase.

   1. Review submittal documents including 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 fundamental design assumptions and validating concepts, systems, and integration. The review at this phase is the most ‘strategic’ and the most critical.

4.2. During the Preliminary Design Phase:

   1. Review project plans, outline specifications, construction cost estimate, and the basis of design report.

   2. Focus on confirming concepts, systems, and assumptions. The review at this phase shall seek 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 Phase:

   1. Review updates to the basis of design report, project specifications and construction cost estimate to confirm that the design is consistent with the design approved from the Preliminary Design phase.

   2. Review the State of California Title 24 Energy Efficiency performance model to confirm the inputs match the Construction Documents. Confirm that project specifications include requirements of the State of California Title 24 Energy Efficiency Standards Acceptance Certificates.

   3. Review the ninety-five percent (95%) plans including mechanical, plumbing, controls (including sequence of operations), and building automation system. The ESR shall review the electrical plans including normal power, emergency power, lighting and lighting controls, plug load controls, IT service, metering and electrical systems sequence of operations, and building automation system interface.

   4. Confirm that the construction documents submitted for review include complete equipment schedules, energy compliance forms, floor plans, flow diagrams, sections and details. The ESR shall confirm that the construction documents submitted includes complete power system studies including short circuit, coordination and arc flash hazard, completed load schedules; energy compliance forms, power and lighting plans, single line diagrams, sections and details. The Service Provider shall inform the campus project manager if the submittal is materially incomplete.

   5. Provide copies of Construction Document reviews to the campus-assigned plan check review firm separately providing review work on the project. This will be reciprocal to the Service Provider as well so that initial plan check and MSR-ESR comments are shared and considered in the development in each respective review. It is not necessary to incorporate these plan check comments or to delay the MSR-ESR peer review pending the plan check back-check resolution. It is necessary to secure the plan check initial review and consider it prior to the Construction...
5. MSR-ESR of Design-Build Projects:

MSR-ESR 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/functionality is not being diminished from that agreed to at the end of Schematic Design phase).

7. Back-Check Review:

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

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

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

8. Project Deliverables and Distribution:

8.1. MSR/ESR peer review reports at Schematic, Preliminary and Construction Document phases.

8.2. Issue copies to campus, project design team, and CPDC for each review and back-check.

8.3. Issue a copy of the Construction Document peer review and back checks to the campus assigned plan check review firm separately providing services on this project.

8.4. Distribute copies of reports and back-checks via email.

8.5. Marked up plan sets are not required or desired.

8.6. Issue hard copy letters of concurrence to the campus at the completion of each review.

8.7. Provide copies of reports and letters to CPDC A/E via email.

8.8. Provide copy of the final letter of concurrence to the plan check review firm via email.

9. Coordination with Mechanical Review Board:

MSR-ESR Reviewer shall periodically report to the Mechanical Review Board (MRB) on review issues and concerns that may have CSU Systemwide implications and advise on how the MSR and ESR review process can be improved and/or streamlined in the future.

10. Extra Services:

10.1. Extra Services Authorization shall be at the discretion of the trustees and shall not include work that is incidental to a MSR-ESR. Extra Services are not anticipated to be needed in the typical course of providing these reviews. The following would be examples of potential Extra Service work:

1. Pre-design project studies.
2. Extended participation in campus design development beyond peer review, such as additional attendance at project design meetings or project site visits beyond the initial campus kick-off participation that is a part of the base MSR-ESR scope.

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

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

11. Reimbursable Expenses:

11.1. The fee for a Service Provider’s MSR-ESR is inclusive of expenses incidental to this work. Reimbursable expenses are not anticipated in the typical course of providing a MSR-ESR.

11.2. The following are not reimbursable expenses:

1. Travel expenses incurred for one (1) trip to the campus during the schematic phase is a part of this scope.
2. Shipping charges, phone calls, faxes, consumables, etc. occurring in the course of providing the MSR-ESR services under this Agreement.

11.3. Additional travel when requested by the campus may be reimbursable as part of an Extra Service.

12. Fee Schedule:

Capital Projects: MSR-ESR 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, Total Construction). The construction budget for the project may be obtained from the campus project manager or directly from CPDC A/E. Fee schedule is as follows:

<table>
<thead>
<tr>
<th>Total Construction Value (CSU Form CPDC 2-7, Line 5)</th>
<th>Mechanical Systems Review Lump Sum Fee</th>
<th>Electrical Power and Lighting Systems Review Lump Sum Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $634,000</td>
<td>Negotiated</td>
<td>Negotiated</td>
</tr>
<tr>
<td>$634,000 to $2,000,000</td>
<td>$6,000</td>
<td>Fee same as MSR (typical for all)</td>
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<td>$2,000,001 to $6,000,000</td>
<td>$8,000</td>
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</tr>
<tr>
<td>$6,000,001 to $10,000,000</td>
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<tr>
<td>Over $50,000,001 to $90,000,000</td>
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</tr>
<tr>
<td>Over $90,000,000</td>
<td>$22,000</td>
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</tr>
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</table>
13. **Payment and Invoicing:**

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

13.2. Payments will be authorized at the following milestone points
   1. Fifty percent (50%) upon completion Preliminary Phase Review.
   2. Fifty percent (50%) upon completion Construction Document Phase Review.

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

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

13.5. Invoicing for services and reimbursable expenses shall:
   1. Be sent to the campus named in the Service Order and Authorization to Proceed.
   2. Identify campus, project name, project reference number, Service Authorization Order number.
   3. Indicate work and the percentage completed.

14. **Project Administration:**

The master agreement and scope for this project is managed centrally by the Office of the Chancellor. Individual campuses are authorized to secure (and pay for) services under this agreement.

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

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

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

End of Rider A

Rev. 6/22/15  
Page 6 of 6
Rider B - Agreement General Provisions

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

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

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

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

5. Service Provider shall not assign benefits or delegate duties under this Agreement in whole or in part without the prior written approval of the Trustees. Thus, Service Provider may not assign any money due to or 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 effectively upon Trustees by delivering it in writing, addressed to the Trustees of the California State University, attention of the official executing this Agreement for Trustees, at CSU Office of the Chancellor, 401 Golden Shore, Long Beach, CA 90802, or by depositing it in a United States mail deposit box with first class postage thereon fully prepaid and addressed to Trustees at the above-mentioned address. In the case of Service Provider, notice may be served effectively 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 effectively 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 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.

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