THIS AGREEMENT is made and entered into on the 1st day of July, 2004, pursuant to Public Contract Code 10700 et seq., by and between the Trustees of The California State University on behalf of:

California State University, Systemwide
hereafter referred to as Trustees, and
Brandow and Johnston Associates
hereafter referred to as Service Provider, Reviewer or Peer Reviewer.

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 Trustees and the Service Provider hereby agree to amend Master Enabling Agreement CN006275, hereinafter referred to as Agreement as follows:

1. Trustees elect to exercise the option of extending the term of the Agreement for an additional one (1) year period, subject to the same terms and conditions, beginning July 1, 2004 through June 30, 2005.

2. 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.

3. All provisions of the Agreement, as it may have been amended, shall remain in full force and effect unless expressly changed by this Amendment.

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

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<td>CN006275</td>
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CHRISTINE HELWICK, General Counsel

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

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.

By Attorney:

Date

Date
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 (15) days written notice or upon the 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 for extra services with respect to the services to be performed under this Agreement at any time prior to the completion of the services. Trustees shall pay Service Provider an amount for such extra 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, California 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; and in the case of Service Provider, 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; or any notice may 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. Fair Employment Practices: 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. **Drug-Free Workplace Certification:** The Service Provider hereby certifies compliance with Government Code Sections 8355, 8356, and 8357 in matters relating to providing a drug-free workplace. The Service Provider will:

   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, as required by Government Code Section 8355 (a);

   B. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355 (b), to inform employees about all of the following:

      (1) Any available counseling, rehabilitation, and employee assistance programs, and

      (2) Penalties that may be imposed upon employees for drug abuse violations.

   C. Provide, as required by Government Code Section 8355 (c), that every employee who works on the proposed contract:

      (1) Will receive a copy of the company’s drug-free policy statement, and

      (2) Will agree to abide by the terms of the company’s statement as a condition of employment on the contract.

16. **DVBE Participation:** Responsive to direction from the State Legislature (Public Contract Code, Section 10115 et. seq.), Service Provider shall cooperate with the CSU as it seeks to increase the statewide participation of disabled veteran business enterprises in contract awards. To this end, Service Provider shall inform the CSU of any consultant or supplier arrangements with disabled veteran business enterprises.
17. **Prohibition of Contracts with Illegal Immigrants**: State of California Executive Order W-135-96. 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).

18. **Service Provider’s Insurance**: 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. Policies, Coverage and Amounts**: Service Provider shall obtain 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**: Service Provider shall secure and maintain appropriate errors and omissions insurance for no less than $1,000,000.00 per occurrence, $2,000,000.00 per annual aggregate. Certification of coverage shall be submitted to the Trustees upon signing of this Agreement.

   **B. Verification of Coverage**: The 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 or modification of coverage without thirty (30) days written notice to the Trustees. 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. Insurance Provisions**: 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.

D. Acceptability of Insurers: 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 University.

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.

19. Indemnification: The Service Provider agrees to hold harmless, defend, and indemnify the State of California, the Trustees of the California State University, and the officers, agents, and employees 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.