CSU The California State University

☐ SERVICE PROVIDER
☐ TRUSTEES

MASTER ENABLING AGREEMENT
SEISMIC PEER REVIEW *6/27/2022*

This AGREEMENT is made and entered into this twenty-seventh day of June 2022 pursuant to the Public Contract Code 10700, *et seq*., by and between the Trustees of the California State University on behalf of

Campus, hereafter referred to as Trustees, and	Amendment No.:	Agreement No.:	Is agreement for Design Professional services:	Project No.:
California State University	1	21-486		N/A
Service Provider, hereafter referred to as Service Provider.	CSU Vendor ID No.:	License Number:	Yes (GP-8b)	DIR No.:
John A. Martin and Associates, Inc.	8830	S 1958, C 22500		N/A

WITNESSETH: The Service Provider shall provide seismic peer review services for public works projects submitted by the California State University.

Agreement No. 21-486, dated July 1, 2021, 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 now end June 30, 2023, with one (1) additional one (1) year option remaining.

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

The Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the Trustees. Service Provider shall report to: California State University, Jack Andersen, Director of Architecture, Capital Planning, Design and Construction, (562)-951-4120.

Trustees of the California State University	**Service Provider**
Campus **California State University**	Firm Name **John A. Martin and Associates, Inc.**
By (Trustees' Authorized Signature) Paul Gannoe (Jul 1, 2022 07:22 PDT)	By (Authorized Signature)
Printed Name and Title of Person Signing **Paul Gannoe, Chief Planning and Design**	Printed Name and Title of Person Signing **Barry Schindler, Partner**
Address of Campus Project Administrator **Capital Planning, Design and Construction** **401 Golden Shore, Long Beach, CA 90802**	Address of Service Provider **950 S. Grand Ave., Fourth Floor, Los Angeles, CA 90015**

SCO Acct Data:	Fund	Sub Fund	Agency	Yr.	Ref/Item	Category	Program	Element	Component	Chapter	Fiscal Yr. **22/23**	Legal Ref.

Fund Name	PS Account	PS Fund	PS Dept. ID	PS Program	PS Class	PS Project/Grant
Trust Fund						

Amount Encumbered **$0.00**	*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 **$0.00**	Signature of Accounting Officer Kelly Cox (Jul 5, 2022 16:36 PDT) Date 07/05/2022
Amount of Decrease **$0.00**	*I hereby certify that I have examined the written Agreement and find the same to be in accordance with the requirements of California State University Contract Law. G. ANDREW JONES, General Counsel*
Total Amount Encumbered **$0.00**	By Attorney Ronnie Gomez Date 07/08/2022

This Agreement may be executed in counterparts all of which taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement by electronic mail in "portable document format" (".PDF") form or by other similar 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.

JOHNAMA-01 MCCOWANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122	CONTACT NAME: Ali Smith PHONE (A/C, No, Ext): (619) 788-5795 50206 FAX (A/C, No): (619) 574-6288 E-MAIL ADDRESS: Ali.Smith@ioausa.com
INSURED John A. Martin & Associates, Inc. 950 S. Grand Ave., 4th Floor Los Angeles, CA 90015	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : RLI Insurance Company 13056 INSURER B : Starr Surplus Lines Insurance Company 13604 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Cont Liab/Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		PSB0002475	10/23/2021	10/23/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG **Deductible**	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 0
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X Comp. Ded.: $1,000 X Coll. Ded.: $1,000	X		PSA0002424	10/23/2021	10/23/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE X DED RETENTION $ 0			PSE0001777	10/23/2021	10/23/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		PSW0002199	10/23/2021	10/23/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liab.			SLSLPRO26219921	6/1/2021	10/23/2022	Per Claim	5,000,000
B	Ded.: $100k Per Clm			SLSLPRO26219921	6/1/2021	10/23/2022	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All Operations

The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are Additional Insureds with respect to General and Auto Liability per the attached endorsement as required by written contract. Insurance is Primary and Non-Contributory.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER

California State University
Office of the Chancellor / A&E
401 Golden Shore, 2nd Floor
Long Beach, CA 90802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T. Kelly Howell

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS SCHEDULED ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM – SECTION II – LIABILITY

Schedule

Name of Person(s) or Organization(s):

The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents

1. **SECTION II C. Who Is An Insured** is amended to include as an additional insured the person or organization shown in the schedule above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
   a. In the performance of your ongoing operations;
   b. In connection with premises owned by or rented to you; or
   c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. This insurance does not apply to the rendering of or failure to render any "professional services".
   b. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with at other insurance, provided that:
   a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
   b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K.2 Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)**

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: **John A. Martin & Associates, Inc.**

Endorsement Effective Date: 10/23/2017

SCHEDULE

Name Of Person(s) Or Organization(s): The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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PW Seismic Peer Review MEA Amendment for CO: 21-486 John A. Martin and Associates, Inc.

Final Audit Report 2022-07-08

Created:	2022-06-30
By:	Karisa Katsuki (kkatsuki@calstate.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAY1gznndLt1PwAxdAR3roTNquk46lTfDl

"PW Seismic Peer Review MEA Amendment for CO: 21-486 John A. Martin and Associates, Inc." History

Document created by Karisa Katsuki (kkatsuki@calstate.edu)
2022-06-30 - 10:55:08 PM GMT- IP address: 47.149.218.189

Document emailed to Karisa Katsuki (kkatsuki@calstate.edu) for approval
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Document signing delegated to Ronnie Gomez (rgomez@calstate.edu) by ogccontracts@calstate.edu
2022-07-06 - 10:12:31 PM GMT- IP address: 71.84.245.229

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Document emailed to Ronnie Gomez (rgomez@calstate.edu) for signature

2022-07-06 - 10:12:31 PM GMT

Document e-signed by Ronnie Gomez (rgomez@calstate.edu)

Signature Date: 2022-07-08 - 5:38:44 PM GMT - Time Source: server- IP address: 172.250.199.166

Agreement completed.

2022-07-08 - 5:38:44 PM GMT

CSU The California State University | Powered by Adobe Acrobat Sign

CSU The California State University

☐ SERVICE PROVIDER
☐ TRUSTEES

MASTER ENABLING AGREEMENT 2021-0520

For use on any CSU project.

This AGREEMENT is made and entered into this 1st day of July, 2021 pursuant to the Public Contract Code 10700, *et seq*., by and between the Trustees of the California State University on behalf of

Campus, hereafter referred to as Trustees, and	Amendment No.:	Agreement No.:	Is agreement for Design Professional services:	Project No.:
California State University	N/A	21-486	Yes (GP-8b)	N/A
Service Provider, hereafter referred to as Service Provider.	CSU Vendor ID No.:	License Number:		DIR No.:
John A. Martin and Associates, Inc.	8830	S 1958, C 22500		N/A

WITNESSETH: That the Service Provider in consideration of the statements and conditions herein contained, agrees to furnish labor, materials, and equipment and to perform work necessary to complete, in a skillful manner, the following: The Service Provider shall provide seismic 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 C) to secure Service Provider's peer review services under this Agreement.

The Service Provider shall provide such services as more fully described in the following Rider and Exhibits, which by this reference are incorporated herein and made part of this Agreement:

Rider	A	Agreement General Provisions,	consisting of five (5) pages;
Exhibit	A	Scope of Work,	consisting of four (4) pages;
Exhibit	B	Fee and Payment Schedule	consisting of one (1) page;
Exhibit	C	Service Order and Authorization to Proceed	consisting of one (1) page.

The term shall begin upon receipt of an executed Agreement from the Trustees and shall end as of June 30, 2022, with the option given the Trustees of extending the Agreement with the same terms and conditions for two (2) additional one (1) year periods. Work elements started during the term shall continue to their completion and acceptance by the Trustees.

The Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the Trustees.

Service Provider shall report to: California State University, Ebi Saberi, University Architect, Capital Planning, Design and Construction, (562) 951-4131.

The basic services amount to be expended under this Agreement shall be determined by the overall usage of each participating campus and the administration office of the California State University. Payment shall be made in accordance with Exhibit B.

Trustees of the California State University	**Service Provider**
Campus California State University Office of the Chancellor	Firm Name John A. Martin and Associates, Inc.
By (Trustees' Authorized Signature) Paul Gannoe (Jul 1, 2021 12:59 PDT)	By (Authorized Signature) Barry Schindler, SE (Jul 1, 2021 12:37 PDT)
Printed Name and Title of Person Signing Paul Gannoe, Chief of Planning and Design	Printed Name and Title of Person Signing Barry Schindler, Partner
Address of Campus Project Administrator 401 Golden Shore, Long Beach, CA 90802	Address of Service Provider 950 S. Grand Ave., Fourth Floor, Los Angeles, CA 90015

SCO Acct	Fund	Sub Fund	Agency	Yr.	Ref/Item	Category	Program	Element	Component	Chapter	Fiscal Yr. 21/22	Legal Ref.

Fund Name	PS Account	PS Fund	PS Dept. ID	PS Program	PS Class	PS Project/Grant
	613840	48603	1039	SRB		

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	Signature of Accounting Officer Kelly Cox (Jul 2, 2021 15:39 PDT) Date 07/02/2021
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 California State University Contract Law. G. ANDREW JONES, General Counsel*
Total Amount Encumbered $0	By Attorney Andy Maiorano (Jul 6, 2021 10:45 PDT) Date 07/06/2021

This Agreement may be executed in counterparts all of which taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement by electronic mail in "portable document format" (".PDF") form or by other similar 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.

Rider A - Agreement General Provisions, Service Provider

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

2. Payments. Payments under this Agreement shall be made in arrears of work increment completed to the satisfaction of the Trustees and upon submission of an invoice in CSU invoice format. If not otherwise specified payments for services rendered will be processed monthly upon presentation of invoice.

3. Services. 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.

4. 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).

5. Ownership. The report, survey, or other product developed by Service Provider pursuant to this Agreement is the property of Trustees and shall not be disseminated to others by Service Provider unless authorized by Trustees.

6. Termination for Convenience. Trustees may terminate this Agreement upon a three (3) business-day advance written notice to Service Provider. In the event of such termination, Service Provider shall be paid only for the work satisfactorily completed.

7. Termination for Cause. Trustees may terminate this Agreement for cause should Service Provider fail to perform as herein provided. In the event of such termination, Trustees shall be relieved of the obligation to make any payment to Service Provider and Trustees may proceed by other means with the work in any manner the Trustees deem proper.

8. Indemnification.
The Indemnification subsection below, next to the checked box, applies to this agreement, while the subsection next to the unchecked box does not apply to this agreement.

   a. ☐ Provisions of item 8a shall apply if the agreement is with a Service Provider that does **not** qualify under the provisions of California Civil Code section 2782.8. 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, including, but not limited to, attorneys' fees and costs 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.

   b. ☑ Provisions of item 8b shall apply if the agreement is with a Service Provider that does qualify under the provisions of California Civil Code section 2782.8 and the scope of work is for design professional services. 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, including, but not limited to,

attorneys' fees and costs to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct on the part of the Service Provider, its officers, agents, and employees, in the performance of this Agreement. In no event shall the cost to defend charged to the Service Provider exceed the Service Provider's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Service Provider shall meet and confer with other parties regarding unpaid defense costs. Service Provider's liability is not limited to recoverable insurance. This provision shall survive the expiration or termination of this Agreement.

The provisions of section 8b pertaining to the duty and cost to defend shall not apply to either of the following:

1) Any contract for design professional services per the provisions of California Civil Code section 2782.8, or amendment thereto, where a project-specific general liability policy ensures all project participants for general liability exposures on a primary basis and covers all design professionals for their legal liability arising out of their professional services on a primary basis.

2) A design professional per the provisions of California Civil Code Section 2782.8, that provides design professional service and is party to a written design-build joint venture agreement and not the primary holder of the Trustees and Design-Builder contract.

9. Insurance Provisions. The Service Provider shall not commence work until the Trustees have received evidence of the insurance required in this section and approved it.

a. Service Provider shall obtain the following policies and coverage. The insurance furnished by the Service Provider under this section shall provide coverage in amounts not less than the following, unless a different amount is stated in Exhibit A, Scope of Work Description:

1) Comprehensive or Commercial Form General Liability Insurance:

On an occurrence basis, cover work done or to be done by or on behalf of the Service Provider and shall provide insurance coverage 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 General Aggregate

$1,000,000 Each Claim - combined single limit for bodily injury and property damage.

2) Business Automobile Liability Insurance:

On an occurrence basis, cover owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Service Provider and shall provide insurance coverage for bodily injury, property damage, and contractual liability. Use Insurance Service Office (ISO) Form Number CA 0001 covering any automobile. Limits of Liability:

$1,000,000 Each Accident - combined single limit for bodily injury and property damage.

3) Workers' Compensation Insurance:

This insurance shall include Employers Liability limits of $1,000,000 and other limits required under California law.

4) Professional Liability Insurance:

Professional liability (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 professional liability in the amount of $1,000,000 each occurrence. The Service Provider shall obtain and maintain professional liability insurance on a claims-made basis for no less than

$1,000,000 each claim and

$2,000,000 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 the Service Provider shall renew and keep such insurance in effect for at least ten (10) years after the recordation of the notice of completion.

For any of the insurance described in the paragraphs above, the amount of limits can be satisfied by a combination of primary and excess or umbrella insurance.

b. Insurers shall be authorized in the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than **A: VII** or alternatively a carrier acceptable to the Trustees.

Verification of coverage shall be provided as follows:

1) The Service Provider shall submit to the Trustees copies of certificates of insurance and endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage.

2) The scope of coverage shall be shown on the certificate of insurance.

3) The Service Provider shall provide written notice of cancellation of coverage within thirty (30) days to the Trustees.

4) The Service Provider shall notify the Trustees in writing of any material change in insurance coverage.

5) Renewal certifications shall be timely filed by the Service Provider for coverage until the work is accepted as complete.

6) Trustees reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these provisions, at any time.

c. Insurance policies except for Workers Compensation and Professional Liability insurance shall contain, or be endorsed to contain, the following provisions:

1) For the general 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 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. 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) 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. Additional Insurance Provisions

1) Any deductible under any policy of insurance required in this section shall be the 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) The Service Provider's obligations to obtain and maintain required insurance are non-delegable duties under this Agreement.

10. Personal Eligibility Certification. 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.

11. Corporate Eligibility Certification. 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*.).

12. Nondiscrimination. In the performance of this Agreement the Service Provider and its consultants shall not deny the Agreement's benefits nor shall they discriminate unlawfully against any person on the basis of religion, color, ethnic group identification, sex, actual or perceived gender identity, age, physical or mental disability, medical condition, marital status, or age (over 40). Additionally, the Service Provider and its consultants shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination as well.

a. Service Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, *et seq.*), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0, *et seq.*), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5).

b. Service Provider shall permit access by representatives of the California Department of Fair Employment and Housing and the Trustees upon reasonable notice at times during normal business hours with at least 24 hours' notice, to its books, records, accounts, other sources of information, and its facilities as the Department or Trustees shall require to ascertain compliance with this Agreement.

c. Service Provider and its consultants/subcontractors shall give written notice of their obligations under this Agreement to labor organizations with which they have a collective bargaining or other agreement.

d. Service Provider shall include the nondiscrimination and compliance provisions of this Agreement in subcontracts to perform work under the Agreement (Government Code Sections 12990, 11135, *et seq.*, Title 2, California Code of Regulations, Section 11105)

13. 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. 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.

14. Disabled Veteran Business Enterprise. 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.

15. Assignment. Service Provider shall not assign benefits or delegate duties under this Agreement in whole or in part, nor assign any moneys due or to become due hereunder without the written consent of Trustees.

16. Successors. 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.

17. Notice. Notice for either party may be served by delivering it in writing to the party, or by depositing it in a

    U.S. mail deposit box with postage fully prepaid addressed as shown within the information block of the Agreement page. Nothing herein shall preclude the giving of notice by personal service.

18. Audit. 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 and the California State University Auditor 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 Agreement, including, but not limited to, the cost of administering this Agreement (Government Code Section 8546.7).

19. DIR Registration. In accordance with Labor Code Section 1720, *et seq*., the Service Provider shall register with the Department of Industrial Relations (DIR) for this project and pay at least the prevailing wages on services/work aspects where a prevailing wage applies. Such services and/or work aspects include, but are not limited to, the Service Provider or its sub-consultant's provision of geotechnical studies, potholing involving digging, site surveying and/or construction Inspector of Record services as defined by the DIR.

20. Agreement Changes. Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed and dated by the parties. Oral representations, understandings, or writings not expressly incorporated in the Agreement are void. Unless identified within Exhibit A, Scope of Work, under a separate sub-heading entitled 'Modifications to Agreement', it is the intent of the Trustees to use the standard published form of this Agreement and Rider A without modification. The Agreement and Rider A shall not be modified without review and concurrence by CSU Office of General Counsel.

21. Offshoring of CSU Contract Work. Service Provider warrants it certified under penalty of perjury in its bid for this Agreement that the Agreement, and any subcontract performed under the Agreement, will be performed solely with workers within the United States; and if this Agreement, and any subcontract performed under this Agreement, will not be performed solely with workers within the United States, Service Provider described in its bid any parts of the work to be performed by workers outside of the United States. Further, Service Provider warrants no work will be performed under the Agreement with workers outside the United States, except as described in Service Provider's bid. If Service Provider or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement, and Service Provider did not describe such work in its bid, Service Provider acknowledges and agrees that:

    a. CSU may terminate the Agreement without further obligation for noncompliance, and

    b. Service Provider will forfeit to CSU the amount CSU paid for the percentage of work that was performed with workers outside the United States and not described in Service Provider's bid.

End of Rider A

Exhibit A - Scope of Work
CSU Seismic Peer Review

1. Purpose and Scope:
   [Excerpted from CSU Seismic Policy] The California State University shall cause to be performed independent technical peer reviews of the seismic aspects of all construction projects from their design initiation, including both new construction and remodeling, for conformance to good seismic resistant practices consistent with this policy.

2. Authorization of Work:
   A. Only trustees' representatives (individual campus or Office of the Chancellor, CPDC (Capital Planning Design and Construction) staff) may authorize work under this agreement.
   B. CPDC administers the Master Enabling Agreement. Individual campuses participate in this agreement. CPDC assigns peer review responsibilities and may change or add new assignments during the agreement term. No minimum assignment of work to the Service Provider is guaranteed.
   C. 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.
   D. Work assignments under this Agreement will be authorized by a Service Order and Authorization to Proceed (Exhibit C).
   E. 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.

3. The Peer Review:
   A Seismic Peer Review is a required review for CSU major capital projects. It is elective by the campus for CSU minor capital projects. The primary purpose of the seismic peer review is to offer a knowledgeable professional 'second opinion' and strategic insights on the functionality and efficacy of the project's structural/seismic system. Although code compliance is to be considered as a part of this review, the review is not intended as a substitute for the independent code compliance check that the campus will be undertaking separately and in parallel to this work.

   While the peer review process supports design development of the project, the Project Architect/Engineer of Record retains full responsibility for the design documents including their completeness and function.

   A. The Service Provider is authorized to begin the peer review upon receipt of a Service Order Authorization. Before considering a project in full, assess if the project warrants seismic peer review. If it does not, provide a brief letter noticing this instead of the peer review.
   B. For each project accepted and appropriate for peer review, provide a Seismic Peer Review of the project. Ideally the peer review will begin at the inception of the project. Where the Service Order is issued prior to the start of the design efforts, review for appropriate RFP reference to CSU Seismic Guidelines and for particular project, program, or site considerations of note.
   C. Service Provider may suggest potential design options, analysis perspectives, and relay CSU Systemwide experience in materials performance, location, and configuration considerations that the design team can build upon in the development of the project.
   D. Service Provider may offer recommendations of possible methods for the resolution of technical issues encountered in the design and construction. The responsibility for implementing peer review comments rests completely with the Architect/Engineer of Record.

E. If timely response resolution of peer review comments cannot be reached at the campus level (differing professional opinions are perfectly reasonable), bring such issues to the attention of CPDC. CPDC will seek to achieve a broader secondary SRB (Seismic Review Board) consensus as needed and then CPDC will issue a timely resolution determination on the respective issue(s).

F. Provide peer review comments in Word (readable) format.

G. 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.

H. Submittal materials for a peer review will vary by phase but need to be sufficiently complete to perform a meaningful peer review. If the submittal is incomplete contact the campus for guidance. Contact CPDC if this cannot be readily or timely resolved at the campus level.

I. Each peer review shall be tailored to the submittal phase, with concept development comments at Schematics. The review shall seek to verify sensible development of the schematic plan in later phases.

J. Peer reviews are encouraged to be supplemented by a phone conversation or in-person discussion with the Engineer of Record. This may be particularly beneficial at the onset of the project to clarify requirements and at the schematic phase where submittals are narrative. By the construction document phase, submittals should include comprehensive and complete plans, specifications, engineering calculations, and soils investigation reports.

K. For each seismic peer review consider each of the following aspects:

(1) General compliance with the structural and seismic provisions of the California Building Standards Code (CBC) in Title 24 of the California Code of Regulations, as adopted and published by the California Building Standards Commission;

(2) Compliance with the current edition of the CSU Seismic Requirements posted online, (CPDC Website)

(3) Compliance with good professional practice including completeness of submittals and cooperation of the Engineer of Record with the peer review process;

(4) Local site conditions, exposure to seismic ground motion and seismic failure, and vulnerability of the structural system;

(5) Compatibility of proposed building assemblies to sustain deformation without destructive interference;

(6) In the case of existing structures, the condition of building assemblies;

(7) Configuration of building plan and elevations;

(8) Continuity of load path of structural elements and connections to carry gravity loads to the foundations and from foundations into the ground;

(9) Continuity of load path of structural elements and connections to carry seismic inertial loads from diaphragms to lateral-load resting shear elements to foundations and from foundations into ground;

(10) Redundancy of lateral load resisting elements;

(11) Behavior of the elements and connections of the design under reversing lateral loads, and the post-yielding behavior (ductility) of the element, if it should occur, and its impact on system performance and reliability;

(12) The anticipated seismic performance of significant non-structural architectural elements and equipment;

(13) Provide copies of the project seismic peer reviews to the campus-assigned plan check review firm that is separately providing review work on this project so that plan check and seismic peer review comments are shared and mutually considered in the development in each respective review. It is not necessary to incorporate the plan check comments or to delay the seismic peer review pending the plan check review. Coordinate with the campus for plan review firm contact information. While the seismic peer review process will have started from project inception, typically the plan check review process will engage at the later part of the Construction Document phase. Sharing the seismic peer reviews from earlier phases will help inform the plan check team;

(14) Provide supplemental campus advisory as warranted for conditions reported during construction that may materially impact the seismic performance and reliability of the constructed building.

4. Timing of Reviews:
   The Service Provider shall provide a peer review letter at each of the following points in the project development:
   Schematic Phase
   Preliminary Phase
   Construction Document Phase
   Construction Phase deferred submittals and advisory as may be called upon.

   At approximately 75% schematic phase in anticipation of a CPDC project review, provide a letter stating concurrence (or not) with the proposed design approach of the structural systems.

5. Distribution of Peer Review Letters:
   A. Provide a PDF copy via email.
   B. Provide PDF copies of all peer reviews and correspondence via email to each of the following:
   C. Campus-assigned independent plan check firm, project architect, project engineer and CPDC.
   D. Marked up drawings are not required or desired.

6. Response Time for Reviews:
   Provide timely reviews. Review durations of seven (7) to twenty-one (21) days are acceptable in general. Keep the campus advised of projected review times and work to recognize and accommodate campus schedule concerns. Keep both the campus and CPDC informed as needed should coordination between any party become untimely or under-responsive. CPDC needs to be aware of architecture and engineering performance trends.

7. Back-Check Reviews:
   A. Provide timely 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.
   B. Issue back-check comments to campus, design team and CPDC.
   C. At the completion of the design review provide a PDF letter to the campus and CPDC that the peer review phase comments have been resolved to the satisfaction of the reviewing board member.
   D. Provide a log of the closed items and outstanding items as a companion document to the PDF letter above.

8. Deferred Submittals:
   A. Confirm acceptance of proposed structurally related deferred items with the campus as a part of the review and require that deferred submittals be listed in Division One of the project specifications and plans cover sheet as a peer review comment. Deferred structural submittals shall be identified in the final peer review concurrence letter.
   B. Review of individual deferred submittal items shall be provided as a part of the peer review.
   C. Advise campus and CPDC if it appears deferred submittals identified in the final concurrence letter are not being submitted during the construction phase.

9. Phased Construction:
   Phased construction of infrastructure, foundation, shell, tenant improvements, and other increments of construction are common to contemporary CSU construction. As part of peer review, assess the impact and timing of the campus phased construction plan relative to scheduling for peer review of deferred submittal and phased construction document packages. Timing in this regard is critical and requires

interaction and coordination by all team members. Advise campus and CPDC if untimely or under-responsive actions occur.

10. Extra Services:
    A. 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) Participation in campus design development beyond peer review, such as attendance at project design meetings or project site visits.
        (3) Substantial stop/restart or re-characterization of original peer review scope.
    B. Extra Services require pre-authorization in writing by the project manager.

11. Reimbursable Expenses:
    A. The fee for the seismic peer review is inclusive of expenses incidental to this work. Reimbursable expenses are not anticipated in the typical course of providing a seismic peer review.
    B. Reasonable travel expenses when requested by the campus will be reimbursable as part of an Extra Service Authorization.

12. 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 for process, review challenges and general contract questions to:

California State University, Office of the Chancellor
Capital Planning, Design and Construction
401 Golden Shore, 4th Floor
Long Beach, California 90802-4210
Attention: Ebi Saberi, University Architect
Telephone: (562) 951-4131
Email: esaberi@calstate.edu

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

End of Exhibit A

Exhibit B – Fee and Payment Schedule
CSU Seismic Peer Review

1. Fee Schedule:
   The Peer Review Fee is derived from a standard project Architect Engineer Fee as calculated from the CSU Architect/Engineer Lump Sum Fee Formula posted online at:
   http://www.calstate.edu/cpdc/Suam/Appendices/Appendix_C.shtml

   The campus, or alternatively CPDC, can provide the Architecture and Engineering Fee value used so that the Service Provider may calculate the appropriate peer review fee.

Project Design Fee	Seismic Peer Review Fee
Less than $25,000	.05 times the standard design fee and the minimum peer review fee shall be no less than $500.
Between $25,000 to $100,000	$1,250 plus .03 times the excess of the design fee over $25,000
Between $100,000 to $500,000	$3,500 plus .02 times the excess of the design fee over $100,000
Higher than $500,000	$11,500 plus .01 times the excess of the design fee over $500,000

2. Payment and Invoicing:
   A. Payments for services shall be made in arrears for work completed to the satisfaction of the trustees upon presentation of a written invoice.
   B. 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.
   C. Extra services, if any, shall be paid in arrears when completed.
   D. Reimbursable expenses, if any, shall be paid in arrears when invoiced.
   E. 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.

End of Exhibit B

Exhibit C - Service Order and Authorization to Proceed, Seismic Peer Review

THE CALIFORNIA STATE UNIVERSITY

Date

John A. Martin and Associates, Inc.
John A. Martin, Jr.
950 S. Grand Ave., Fourth Floor
Los Angeles, CA 90015

Dear Mr. Martin,

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

In accordance with the provisions of the Systemwide Master Enabling Agreement Number 21486, you are hereby authorized to provide [insert as appropriate].

[Provide seismic peer review for the subject project].

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

Service Provider shall report to:

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

The total amount to be expended under this Service Order shall not exceed [written and numerical dollar value] inclusive of reimbursables, regardless of Service Provider's cost in performing these services. Service Provider shall submit all invoices with the Agreement and Service Order & Authorization to Proceed number on each invoice to the project manager named above.

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

Approved:

_____
[Name]
[Department Head]
[Department]

Fund Certified:

_____
[Name]
[Accounting/Fiscal Officer]
[Department]

JOHNAMA-01 MCGRAWM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122	CONTACT NAME: Ali Smith PHONE (A/C, No, Ext): (619) 788-5795 50206 FAX (A/C, No): (619) 574-6288 E-MAIL ADDRESS: Ali.Smith@ioausa.com
INSURED John A. Martin & Associates, Inc. 950 S. Grand Ave., 4th Floor Los Angeles, CA 90015	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : RLI Insurance Company — 13056 INSURER B : Starr Surplus Lines Insurance Company — 13604 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Cont Liab/Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		PSB0002475	10/23/2020	10/23/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 0
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY X Comp. Ded.: $1,000 X Coll. Ded.: $1,000	X		PSA0002424	10/23/2020	10/23/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			PSE0001777	10/23/2020	10/23/2021	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		PSW0002199	10/23/2020	10/23/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liab.			SLSLPRO26219921	6/1/2021	6/1/2022	Per Claim	5,000,000
B	Ded.: $100k Per Clm			SLSLPRO26219921	6/1/2021	6/1/2022	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All Operations

The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are Additional Insureds with respect to General and Auto Liability per the attached endorsement as required by written contract. Insurance is Primary and Non-Contributory.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER

California State University
Office of the Chancellor / A&E
401 Golden Shore, 2nd Floor
Long Beach, CA 90802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
T. Kelly Horrell

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS SCHEDULED ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM – SECTION II – LIABILITY

Schedule

Name of Person(s) or Organization(s):

The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents

1. **SECTION II C. Who Is An Insured** is amended to include as an additional insured the person or organization shown in the schedule above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
   a. In the performance of your ongoing operations;
   b. In connection with premises owned by or rented to you; or
   c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. This insurance does not apply to the rendering of or failure to render any "professional services".
   b. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with at other insurance, provided that:
   a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
   b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K.2 Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)**

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: John A. Martin & Associates, Inc.

Endorsement Effective Date: 10/23/2017

SCHEDULE

Name Of Person(s) Or Organization(s): The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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PW seismic peer review services MEA for CO: 21-486 John A. Martin and Associates, Inc.

Final Audit Report 2021-07-06

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By:	Karisa Katsuki (kkatsuki@calstate.edu)
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Transaction ID:	CBJCHBCAABAAecj6yYIZfvUtw1F2hZ1XmdE0LtfFqBUC

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