

MASTER ENABLING AGREEMENT PLAN CHECK REVIEW Rev. 2021-0630

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

<i>Campus, hereafter referred to as Trustees, and</i> California State University	Amendment No.: 1	Agreement No.: 180477	Is agreement for Design Professional services: Yes (GP-8b)	Project No.: Systemwide MEA
<i>Service Provider, hereafter referred to as Service Provider.</i> Hayer Consultants, Incorporated	CSU Vendor ID No.: 4545	License Number: 3089, 33204		DIR No.: N/A



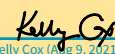

WITNESSETH: That the Service Provider in consideration of the statements and conditions herein contained, agrees to furnish labor, materials, and equipment and to perform work necessary to complete, in a skillful manner:

The Service Provider shall provide Plan Check and/or Preliminary Code Assessment review services for public works projects submitted by the California State University. This agreement is an amendment to the 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.

Master Enabling Agreement No. 180477, dated July 1, 2019 is hereby amended as follows:

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:

1. This amendment exercises the option to extend the term for an additional one (1) year period. The term of this agreement shall be from July 1, 2021 through June 30, 2022 with no options remaining.
2. This amendment replaces Rider A – Agreement General Provisions, consisting of three (3) pages, with the attached Rider A – Agreement General Provisions, Service Provider, consisting of five (5) pages.

Trustees of the California State University							Service Provider						
Campus California State University							Firm Name Hayer Consultants, Incorporated						
By (Trustees’ Authorized Signature)  <small>Paul Gannoe (Aug 6, 2021 14:45 PDT)</small>							By (Authorized Signature)  <small>Mandhir Singh (Aug 5, 2021 09:25 PDT)</small>						
Printed Name and Title of Person Signing Paul Gannoe, Chief of Planning and Design							Printed Name and Title of Person Signing Mandhir Hayer, Principal						
Address of Campus Project Administrator Capital Planning, Design and Construction 401 Golden Shore, Long Beach, CA 90802							Address of Service Provider 4067 Hardwick Street, PMB 250 Lakewood, CA 90712						
SCO Acct Data:	Fund	Sub Fund	Agency 6620	Yr.	Ref/Item	Category	Program	Element	Component	Chapter	Fiscal Yr. 21-22	Legal Ref.	
Fund Name Trust Fund				PS Account 613001		PS Fund 485C1	PS Dept. ID 1039	PS Program	PS Class	PS Project/Grant			
Amount Encumbered \$0.00		<i>I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.</i>											
Amount of Increase \$0.00		Signature of Accounting Officer  <small>Kelly Cox (Aug 9, 2021 15:34 PDT)</small>									08/09/2021 Date		
Amount of Decrease \$0.00		<i>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</i>											
Total Amount Encumbered \$0.00		By Attorney  <small>Christopher C. Fowler (Aug 17, 2021 12:23 PDT)</small>									08/17/2021 Date		

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/07/2021

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 Cornerstone Specialty Insurance Services, Inc. 14252 Culver Drive, A299 Irvine CA 92604		CONTACT NAME: Sue Lusic PHONE (A/C, No, Ext): (714) 731-7700 E-MAIL ADDRESS: sue@cornerstonespecialty.com		FAX (A/C, No): (714) 731-7750	
INSURED HAYER CONSULTANTS, INC. 4067 Hardwick St. PNB 250 Lakewood CA 90712		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Continental Casualty Company			20443
		INSURER B: Travelers Casualty & Surety Co. of America			31194
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 20/21 COVERAGES

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ADDT'L INSURED / PRIMARY <input checked="" type="checkbox"/> BLNKT WVR OF SUBRO GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6025376468	10/04/2020	10/04/2021	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6025376468	10/04/2020	10/04/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			6025376499	10/04/2020	10/04/2021	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	PROFESSIONAL LIABILITY Claims Made			106639088	12/01/2020	12/01/2021	EACH CLAIM	\$2,000,000
							ANNUAL AGGREGATE	\$2,000,000

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

The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents Certificate Holder is Additional Insured for General Liability but only if required by written contract with the Named Insured prior to an occurrence and as per attached endorsement. Coverage is subject to all policy terms and conditions. *30 days notice of cancellation, except for 10 days notice for non-payment of premium. For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims reported within the policy period.

CERTIFICATE HOLDER**CANCELLATION**

California State University Chancellors Office 401 Golden Shore Long Beach CA 90802	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 
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INSURED: Hayer Consultants, Inc.

POLICY PERIOD: 10/04/2020 to 10/04/2021

POLICY NUMBER: 6025376468

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE AND BLANKET WAIVER OF SUBROGATION / AGGREGATE LIMIT (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

1. **Blanket Additional Insured with Products-Completed Operations Coverage and Blanket Waiver of Subrogation**
 - A. **Who Is An Insured** is amended to include as an insured, any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement, but the written contract or written agreement must be:
 1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the:
 - a. "Bodily injury" or "property damage"; or
 - b. Offense that caused the "personal and advertising injury;"
for which the additional insured seeks coverage.
 - B. The insurance provided to the additional insured is limited as follows:
 1. That person or organization is an additional insured only with respect to such person or organization's liability for:
 - a. "Bodily injury", "property damage" or "personal and advertising injury to the extent caused by:
 - (1) Your acts or omissions; or
 - (2) Acts or omissions of those acting on your behalf;in the performance of your ongoing operations specified in the written contract; or
 - b. "Bodily injury" or "property damage" to the extent caused by "your work" specified in the written contract or written agreement and included in the "products-completed operations hazard", but only if:
 - (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including:



- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as a construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
4. This insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.
- C. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.**, and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis. But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" if no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

D. Additional Insured – Extended Coverage

When an additional insured is added by this or any other endorsement attached to this Coverage Part, **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

- a. An individual, then his or her spouse is an insured;
- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are additional insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **Estates, Legal Representatives and Spouses** provision of this endorsement for additional coverage and restrictions applicable to spouses of natural person insureds.

E. Blanket Waiver of Subrogation

The condition entitled **Transfer of Rights of Recovery Against Others To Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraph **2.** and replace it with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we



make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

2. Amendment- Aggregate Limits of Insurance (Per Project)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A.1.**, and for all medical expenses caused by accidents under Coverage **A.2.**, which can be attributed only to ongoing operations at a single construction project:
1. A separate Construction Project General Aggregate limit applies to each construction project. The Construction Project General Aggregate limit is equal to the amount of the General Aggregate limit shown in the Declarations.
 2. The Construction Project General Aggregate limit is the most we will pay for the sum of all damages payable under Coverage **A.1.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses payable under Coverage **A.2.** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 3. Any payments made under Coverage **A.1.** for damages or under Coverage **A.2.** for medical expenses shall reduce the Construction Project General Aggregate limit for the applicable construction project. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any Construction Project General Aggregate limit applicable to other construction projects.
 4. The limits shown in the Declarations for Liability and Medical Expenses, Damage to Premises Rented to You, and Medical Expenses continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate limit.
- B.** All:
1. Damages because of "personal and advertising injury", regardless of the number of construction projects involved;
 2. Damages under Coverage **A.1.** which cannot be attributed solely to ongoing operations at a single construction project, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 3. Medical expenses under Coverage **A.2.** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project;
- will reduce the General Aggregate Limit shown in the Declarations, and shall not reduce any Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products/Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor any Construction Project General Aggregate limit.
- D.** If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of the Limits Of Insurance section not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-08-2021

GROUP:
POLICY NUMBER: 9100543-2021
CERTIFICATE ID: 26
CERTIFICATE EXPIRES: 05-24-2022
05-24-2021/05-24-2022

**CAL STATE UNIVERSITY
CHANCELLOR'S OFFICE
401 GOLDEN SHORE FL 2
LONG BEACH CA 90802-4210**

SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

**HAYER CONSULTANTS, INC.
4067 HARDWICK ST PMB 250
LAKEWOOD CA 90712**

SC

[STD,CN]



P.O. BOX 8192, PLEASANTON, CA 94588

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Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

**HAYER CONSULTANTS, INC.
4067 HARDWICK ST PMB 250
LAKEWOOD CA 90712**

SC

[STD,CN]











PW Plan Check Review Services for CO: 180477 Hayer Consultants, Incorporated

Final Audit Report

2021-08-17

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By:	Karisa Katsuki (kkatsuki@calstate.edu)
Status:	Signed
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"PW Plan Check Review Services for CO: 180477 Hayer Consultants, Incorporated" History

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 Agreement completed.

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