

**MASTER ENABLING AGREEMENT
SEISMIC PEER REVIEW** *Rev. 2017-0725.*

This AGREEMENT is made and entered into this first day of July, 2019 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 California State University	Amendment No.: N/A	Agreement No.: 180443	Project No.: Systemwide - MEA
Service Provider, hereafter referred to as Service Provider. Richard Niewiarowski		CSU Vendor ID No.: 5963	License or DIR No.: S2079, C23143

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 three (3) pages;
- Exhibit A – Scope of Work, consisting of three (3) pages;
- Exhibit B – Fee and Payment Schedule, consisting of one (1) page;
- Exhibit C – Sample Service Order and Authorization to Proceed consisting of one (1) page.

The term shall begin upon receipt of an executed Agreement from July 1, 2019 and shall end as of June 30, 2021, with the option given the Trustees of extending the Agreement with the same terms and conditions for one (1) additional one (1) year period.

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, Paul Gannoe, Chief of Planning and Design, Capital Planning, Design and Construction, (562)-951-4146.

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

TRUSTEES OF THE CALIFORNIA STATE							SERVICE PROVIDER					
Campus The California State University, Office of the Chancellor							Firm Name Richard Niewiarowski					
By (Trustees' Authorized Signature) 							By (Authorized Signature) 					
Printed Name and Title of Person Signing Elvyra F. San Juan, Assistant Vice Chancellor							Printed Name and Title of Person Signing Richard Niewiarowski, Structural Engineer					
Address of Campus Project Administrator 401 Golden Shore Long Beach, CA 90802							Address of Service Provider 1946 Whitediff Court Walnut Creek, CA 94596					
SCO Acct	Fund	Sub Fund	Agency	Yr.	Ref/Item	Category	Program	Element	Component	Chapter	Fiscal Yr.	Legal Ref.
Fund Name Trust Fund					PS Account 613001p	PS Fund 485C1	PS Dept ID 1039	PS Program	PS Class	PS Project/Grant SY600PRJ		
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 Date 8/29/19										
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 Date 9/23/19										

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

1. Trustees agrees to pay for the services and materials to be furnished by Service Provider as provided by this Agreement. Payment in arrears shall be made upon Service Provider's completion of the services required by this Agreement to the satisfaction of the Trustees and upon Service Provider's submission of billings as shall be prescribed by the Trustees.
2. Service Provider, in the performance of this Agreement, is an independent contractor and is not an employee, agent, or officer of the Trustees.
3. Trustees may cancel this Agreement should Service Provider fail to perform as herein provided. In the event of such cancellation, Trustees shall be relieved of the obligation to make any payment to Service Provider and Trustees may proceed with the work in any manner the Trustees deem proper.
4. Trustees may terminate this Agreement either upon giving fifteen (15) days written notice or upon the immediate notice with payment of \$25.00 to Service Provider. Payment shall be complete by mailing payment to Service Provider at the address appearing on the face of this Agreement. In the event of such termination, Service Provider shall be paid only for the work satisfactorily completed.
5. Service Provider shall not assign benefits or delegate duties under this Agreement in whole or in part without the prior written approval of the Trustees. Thus, Service Provider may not assign any moneys due or to become due hereunder without the written consent of Trustees.
6. The provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the parties hereto.
7. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. Oral understandings or other agreements not incorporated herein shall not be binding.
8. Trustees may issue a written order with respect to the services to be performed under this Agreement at any time before the completion of the services. Trustees shall pay Service Provider an amount for such services as provided in this Agreement, or if not so provided, Trustees shall pay Service Provider a reasonable amount, which shall be agreed upon by the parties.
9. Any notice, which may be proper or necessary for either of the parties hereto to serve on the other, in case of Trustees, may be served effectually upon Trustees by delivering it in writing, addressed to the Trustees of the California State University, attention of the official executing this Agreement for Trustees, at CSU Office of the Chancellor, 401 Golden Shore, Long Beach, CA 90802, or by depositing it in a United States mail deposit box with first class postage thereon fully prepaid and addressed to Trustees at the above-mentioned address. In the case of Service Provider, notice may be served effectually upon Service Provider by delivering it in writing to Service Provider at the address appearing on the first page of this Agreement or depositing it in a United States mail deposit box with first class postage thereon fully prepaid, and addressed to Service Provider at the Service Provider's above-mentioned address. Any notice may also be served effectually by delivering or mailing it, as in this section provided, addressed to Trustees or Service Provider at any other place or places which Trustees or Service Provider, by written notice served upon the other, may designate, provided, however, that nothing herein shall preclude the giving of notice by personal service.
10. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, physical handicap, medical condition, or marital status. The Service Provider will take-action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, national origin, physical handicap, medical condition, or marital status as prohibited by the California Fair Employment and Housing Act (Government Code Section 12900 et seq.).
11. Service Provider shall not utilize any information, not a matter of public record, which is received by reason of this Agreement, for pecuniary gain not contemplated by the terms of this Agreement, regardless of whether Service Provider is or is not under contract at the time such gain is realized (Education Code Section 89006).
12. The report, survey, or other product developed by Service Provider pursuant to this Agreement is the property of Trustees, and shall not be used in any manner by Service Provider unless authorized by Trustees.
13. In executing this service agreement, Service Provider swears, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against Service Provider within the immediately preceding two-year period because of Service Provider's failure to comply with an order of a federal court which orders Service Provider to comply with an order of the National Labor Relations Board. Trustees may rescind this contract if Service Provider falsely swears to this statement (Public Contract Code Section 10296).

14. If the Agreement exceeds \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor of the State of California for a period of three (3) years after final payment under the Agreement. This examination and audit shall be confined to those matters connected with the performance of this contract, including, but not limited to, the cost of administering this Agreement (Government Code Section 8546.7).
15. The Service Provider hereby certifies compliance with Government Code Sections 8355, 8356, and 8357 in matters relating to providing a drug-free workplace. In accordance with Government Code Section 8355, the Service Provider shall:
 - A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations;
 - B. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace,
 - (2) The Service Provider's policy of maintaining a drug-free workplace,
 - (3) Any available counseling, rehabilitation, and employee assistance programs, and
 - (4) Penalties that may be imposed upon employees for drug abuse violations;
 - C. Require that each employee engaged in the performance of the Agreement be given a copy of the statement required by subpart A, and require that each employee, as a condition of employment on the Agreement, agree to abide by the terms of the statement.
16. Responsive to direction from the State Legislature (Public Contract Code Section 10115 et seq.), the Trustees are seeking to increase the statewide participation of disabled veteran business enterprises in contract awards. To this end, Service Provider shall inform the Trustees of any contractual arrangements with consultants or suppliers that are certified disabled veteran business enterprises.
17. If the Service Provider is a natural person, the Service Provider certifies by signing this Agreement that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT. 2105, 2268-69), State of California Governor's Executive Order W-135-96.
18. If the Service Provider is a corporation, the Service Provider certifies and declares by signing this Agreement that it is eligible to contract with the State of California pursuant to the California Taxpayer and Shareholder Protection Act of 2003 (Public Contract Code Section 10286 et seq.).
19. The Service Provider shall not commence work until it has obtained all the insurance required in this Article, and such insurance has been approved by the Trustees.
 - A. Service Provider shall obtain and maintain the following policies and coverage. The insurance furnished by the Service Provider under this Article shall provide coverage in amounts not less than the following, unless a different amount is stated on the Cover Page of this Agreement:
 - (1) Comprehensive or Commercial Form General Liability Insurance: on an occurrence basis, covering work done or to be done by or on behalf of the Service Provider and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work. Limits of Liability:

\$2,000,000.00	General Aggregate
\$1,000,000.00	Each Occurrence—combined single limit for bodily injury and property damage.
 - (2) Business Automobile Liability Insurance: on an occurrence basis, covering owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Service Provider and providing insurance for bodily injury, property damage, and contractual liability. Limits of Liability:

\$1,000,000.00	Each Accident—combined single limit for bodily injury and property damage.
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 - (3) Workers' Compensation: including Employers Liability limits of \$1,000,000.00 and other limits as required under California law.
 - (4) Errors and Omissions Insurance: on an occurrence basis is preferred, covering work done or to be done by or on behalf of the Service Provider and providing insurance for errors and omissions in the amount of \$1,000,000.00 each occurrence. At a minimum, Service Provider shall obtain and maintain errors and omissions insurance on a claims-made basis for no less than \$1,000,000.00 each claim and \$2,000,000.00 annual aggregate, and certification of coverage shall be submitted to the Trustees upon signing of this Agreement. If the total contract amount exceeds \$1,000,000, Service Provider shall renew and keep such insurance in effect for at least five (5) years after the recordation of the notice of completion.

- B. Service Provider shall submit to the Trustees certificates of insurance and original endorsements to the policies of insurance required by the agreement as evidence of the insurance coverage. The scope of coverage and deductible shall be shown on the certificate of insurance. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the Trustees, as specified in Section 19-C (3). Renewal certifications and endorsements shall be timely filed by the Service Provider for all coverage until the work is accepted as complete. The Trustees reserve the right to require the Service Provider to furnish the Trustees complete, certified copies of all required insurance policies. The Service Provider shall notify the Trustees in writing of any material change in insurance coverage.
- C. The insurance policies shall contain, or be endorsed to contain, the following provisions:
- (1) For the general and automobile liability policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.
 - (2) For any claims related to the work, the Service Provider's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Service Provider's insurance and shall not contribute with it.
 - (3) Each insurance policy required by this Article shall state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Trustees.
 - (4) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.
- D. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A:VII or equivalent carrier otherwise acceptable to the Trustees.
- E. Miscellaneous:
- (1) Any deductible under any policy of insurance required in this Article shall be Service Provider's liability.
 - (2) Acceptance of certificates of insurance by the Trustees shall not limit the Service Provider's liability under the agreement.
 - (3) In the event the Service Provider does not comply with these insurance requirements, the Trustees may, at its option, provide insurance coverage to protect the Trustees. The Service Provider shall pay the cost of the insurance and, if prompt payment is not received by the insurance carrier from the Service Provider, the Trustees may pay for the insurance from agreement sums otherwise due the Service Provider.
 - (4) If the Trustees are damaged by the failure of Service Provider to provide or maintain the required insurance, the Service Provider shall pay the Trustees for all such damages.
 - (5) The Service Provider's obligations to obtain and maintain all required insurance are non-delegable duties under this agreement.
20. The Service Provider agrees to hold harmless, defend, and indemnify the State of California, the Trustees of the California State University, the University, and the officers, employees representatives, and agents of each of them from any and all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Service Provider, its officers, agents, and employees, in the performance of this Agreement. This provision shall survive the expiration or termination of this Agreement.
21. In accordance with Labor Code Section 1720 et seq., Service Provider must pay employees at least the prevailing rate wages for public works performed on the Project, including preconstruction inspection and surveying. If and to the extent the Project will involve public works, Service Provider must register with the Department of Industrial Relations (DIR) to bid and/or perform work on the Project, and Service Provider must submit certified payroll records to DIR at least monthly for such work. The Project is subject to DIR monitoring and enforcement.

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 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 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 largely 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 resisting 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 in particular 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.

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, 2nd Floor
Long Beach, California 90802-4210
Attention: Paul Gannoe, Chief Facilities Planning
Telephone: (562) 951-4146
Email: pgannoe@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

THE CALIFORNIA STATE UNIVERSITY

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

Date

Mr. Niewiarowski
1946 Whitecliff Court
Walnut Creek, CA 94596

Dear Mr. Niewiarowski

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

In accordance with the provisions of the Systemwide Master Enabling Agreement Number 180443, 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:

Fund Certified:

[Name]
[Department Head]
[Department]

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

cc:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/2019

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 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 ART HOLLINGSWORTH INS SVCS/PHS 57110311 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78265	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext):		FAX (888) 443-6112 (A/C, No):
	E-MAIL ADDRESS:		
INSURED RICHARD W. NIEWIAROWSKI 1946 WHITECLIFF CT WALNUT CREEK CA 94596-6226	INSURER A : Sentinel Insurance Company Ltd.		NAIC# 11000
	INSURER B :		
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		57 SBM DO7161	07/01/2019	07/01/2020	EACH OCCURRENCE	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE	
							AGGREGATE	
	<input type="checkbox"/> RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	DATA BREACH - DEFENSE & LIAB COVG			57 SBM DO7161	07/01/2019	07/01/2020		\$50,000

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

Those usual to the Insured's Operations. Please see additional remarks.

CERTIFICATE HOLDER

California State University Office of the Chancellor Architecture and Engineering Department
 401 GOLDEN SHORE FL 5
 LONG BEACH CA 90802-4210

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

Susan L. Castaneda

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ADDITIONAL REMARKS SCHEDULE

AGENCY ART HOLLINGSWORTH INS SVCS/PHS		NAMED INSURED RICHARD W. NIEWIAROWSKI 1946 WHITECLIFF CT WALNUT CREEK CA 94596-6226	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The State of California, the trustees of The California State University, the university and the officers, employees, representatives, volunteers, and agents of each of them are Additional Insured per the Business Liability Coverage Form SS0008. Notice of Cancellation will be provided in accordance to form SS1223, attached to this policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2019

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 Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME: James Gritton PHONE (A/C. No. Ext): 714-427-3489 E-MAIL ADDRESS: jgritton@dealeyrenton.com		FAX (A/C. No): 510-452-2193
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Richard Niewiarowski Structural Engineer 1946 Whitecliff Court Walnut Creek CA 94596	INSURER A : XL Specialty Insurance Co.		37885
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1636132246

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPS9944927	7/1/2019	7/1/2021	Per Claim Aggregate \$1,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All operations of the named insured - Agreement No. 2257

CERTIFICATE HOLDER**CANCELLATION** 30 Days Notice of Cancellation

California State University, Office of the Chancellor
 401 Golden Shore, 5th FL
 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2019

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  Sam Limones, Agent 6590 Alhambra Ave Suite 100 Martinez, CA 94553	CONTACT NAME: Sam Limones PHONE (A/C, No, Ext): 925-944-9316 E-MAIL ADDRESS: sam.limones.ccqc@statefarm.com	FAX (A/C, No): 925-944-0632	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Richard Niewiarowski 1946 Whitecliff Ct Walnut Creek, CA 94596	INSURER A: State Farm Mutual Automobile Insurance Company		25178
	INSURER B: State Farm Fire and Casualty Company		25143
	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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			447 2280-B15-05	08/15/2019	02/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 500,000 \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			57-EC-W5630	08/15/2019	08/15/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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 shall be covered as additional insureds."

CERTIFICATE HOLDER**CANCELLATION**

California State University
 Office of the Chancellors
 401 Golden Shore, 5th Floor
 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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