

MASTER ENABLING AGREEMENT SEISMIC PEER REVIEW 06/2023

This AGREEMENT is made and entered into this **twenty-sixth** day of **June 2023** 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.:	Agreement No.: 21-488	Is agreement for Design Professional services:	Project No.: N/A
Service Provider, hereafter referred to as Service Provider.	CSU Vendor ID No.:	License Number:	V (CD ol)	DIR No.:
Seneca Structural Engineering, Inc.	9335	S 3921, C 47077	Yes (GP-8b)	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.

Agreement No. 21-488, 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, 2024, with no options 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' Representative. The total amount to be expended under this Agreement shall be determined by the overall usage by each participating University and administrative office of the California State University. Service Provider shall report to Trustees' Representative, Universities, and the administrative offices.

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

Trustees of the California State University						Service Provider								
Campus							Firm Name							
California State University							S	eneca Str	uctu	ral E	ngineeri	ng, Inc.		
By (Trustees' Authorized Signature) Paul Gannoe (Jun 26, 2023 12:03 PDT)							By (Authorized Signature) K. Dirk Bondy K. Dirk Bondy (Jun 26, 2023 10:57 PDT)							
Printed Na	ame and Tit	le of Person	Signing				Pı	rinted Name	e and '	Title o	of Person Si	gning		
Paul Gar	nnoe, Chi	ef Planni	ng and De	sign			K. Dirk Bondy, President							
Address of	Campus Pı	oject Admir	istrator				Address of Service Provider							
Capital Planning, Design and Construction 401 Golden Shore, Long Beach, CA 90802						23276 South Point Drive, Suite 209, Laguna Hills, CA 92653								
SCO Acct Data:	Fund	Sub Fund	Agency	Yr	Ref/Item	Category	y	Program	Elen	nent	Componer	t Chapter	Fiscal Yr.	Legal Ref.
Fund Name PS Account				PS Fur	and PS Dept		t. ID	. ID PS Program		PS Class	PS Project/Grant			
Amount Encumbered I hereby certify upon my personal kr \$0.00 the expenditures stated above.							w]	ledge that b	udgete	ed fur	ıds are avai	lable for the	period and	purpose of
Amount of Increase \$0.00 Signature of Accounting Officer						Officer K	r Kelly Cox (Jun 26, 2023 13:35 PDT) Jun 26, 2023 Date							
v v						ed the written Agreement and find the same to be in accordance with the niversity Contract Law. G. ANDREW JONES, General Counsel								
Total Amount Encumbered \$0.00 By Attorney **Ronnis Jomes**				mez							Jun 30, 2023 Date	3		

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.



MCCOWANA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/21/2023

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)

tine continuate acce not come rights to the continuate helder in hea or co	2011 01140100111(0)1						
PRODUCER License # 0E67768	CONTACT Ali Smith						
IOA Insurance Services 4370 La Jolla Village Drive	PHONE (A/C, No, Ext): (619) 788-5795 50206 FAX (A/C, No): (619)	_{0):} (619) 574-6288					
Suite 600	E-MAIL ADDRESS: Ali.Smith@ioausa.com						
San Diego, CA 92122	INSURER(S) AFFORDING COVERAGE	NAIC#					
	INSURER A: RLI Insurance Company						
INSURED	INSURER B: Liberty Insurance Underwriters, Inc	19917					
Seneca Structural Engineering, Inc.	INSURER C:						
20341 Birch Street, Suite 320	INSURER D:						
Newport Beach, CA 92660	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	ISR		SIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. TYPE OF INSURANCE ADDL SUBR POLICY FOR POLICY FOR (MM/DD/YYYY) POLICY FOR (MM/DD/YYYY) (MM/DD/YYYY)		LIMIT	'S	
A	X COMMERCIAL GENERAL LIABILITY	INOD I	WY D	(MINUDD/1111)	(IMINUDDITTTT)	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE X OCCUR	Χ	PSB0001911	1/1/2023	1/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	χ Cont Liab/Sev of Int					MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:					Ded	\$ 0
Α	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO	Х	PSA0001381	1/1/2023	1/1/2024	BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	X Comp.: \$1,000 X Coll.: \$1,000						\$
Α	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE		PSE0001512	1/1/2023	1/1/2024	AGGREGATE	\$ 4,000,000
	DED X RETENTION\$						\$
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1/1/2023	1/1/2024	X PER OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N	N/A	PSW0001710			E.L. EACH ACCIDENT	\$ 1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	
В	Professional Liab.		AEXNYABKXJF006	1/1/2023	1/1/2024	Per Claim	2,000,000
В	Ded. \$25K Per Claim		AEXNYABKXJF006	1/1/2023	1/1/2024	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Projects as on file with the insured including but not limited to Service Agreement Seismic Review Board

The California State University, 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 endorsements 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	CANCELLATION
OLIVIII IOATE HOLDEN	OANOLLEANON

The California State University CSU - Office of the Chancellor Attn: Capital Planning, Design & Construction 401 Golden Shore, 2nd Floor Long Beach, CA 90802-4210

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

Named Insured: Seneca Structural Engineering, Inc.

Policy Number: PSB0001911

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.
- 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.

PPB 313 02 12 Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS 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" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not after 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.

Countersigned By: Policy Number: PSA0001381 aujmitho Named Insured: Seneca Structural Engineering, Inc. (Authorized Representative)

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

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.