CSU The California State University

☐ SERVICE PROVIDER
☐ TRUSTEES

MASTER ENABLING AGREEMENT
MECHANICAL SYSTEMS REVIEW

2021-0520

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

Campus, hereafter referred to as Trustees, and	Amendment No.:	Agreement No.:	Is agreement for Design Professional services:	Project No.:
California State University	1	180459	Yes (GP-8b)	N/A
Service Provider, hereafter referred to as Service Provider.	CSU Vendor ID No.:	License Number:		DIR No.:
Taylor Engineering, LLP.	2294	M020819		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: Mechanical Systems Peer Review Services for public works projects submitted by the California State University.

This is an Amendment to 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 to secure Service Provider's peer review services under this Agreement. Agreement No. 180459, dated July 1, 2019, 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 be from July 1, 2021, through June 30, 2022, with no options remaining.
2. Rider A in the original Agreement is hereby deleted and replaced in its entirety with Rider A-1, which is attached hereto and incorporated herein.

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

The Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the Trustees. Service Provider shall report to California State University, Rachel Wong, Associate University Engineer, Capital Planning, Design and Construction Rwong@calstate.edu; 562-951-4017.

Trustees of the California State University	Service Provider
Campus The California State University, Office of the Chancellor	Firm Name Taylor Engineering, LLP.
By (Trustees' Authorized Signature) Aaron Klemm Aaron Klemm (Jun 9, 2021 17:19 PDT)	By (Authorized Signature) Steve Taylor Steve Taylor (Jun 9, 2021 17:15 PDT)
Printed Name and Title of Person Signing Aaron Klemm, Chief of Energy, Sustainability & Transportation	Printed Name and Title of Person Signing Steven T. Taylor, Vice President
Address of Campus Project Administrator 401 Golden Shore; Long Beach, CA 90802	Address of Service Provider 1080 Marina Village Parkway, Suite 501; Alameda, CA 94501

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

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

Amount Encumbered $0.00	*I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.*
Amount of Increase $0.00	Signature of Accounting Officer Kelly Cox Kelly Cox (Jun 10, 2021 09:21 PDT) Date 06/10/2021
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 Andy Maiorano Andy Maiorano (Jul 7, 2021 09:48 PDT) Date 07/07/2021

This Agreement may be executed in counterparts all of which taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement by electronic mail in "portable document format" (".PDF") form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.

Rider A – 1
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 <u>not</u> 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 also 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-1

CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2727842

DATE (MM/DD/YYYY): 3/31/2021

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
Lockton Companies, LLC
3657 Briarpark Dr., Suite 700
Houston, TX 77042

CONTACT NAME: 888-828-8365
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indemnity Insurance Co. of North America	43575
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TAYLOR ENGINEERING, LLP
1080 MARINA VILLAGE PKWY STE 501
ALAMEDA, CA 94501-1142

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						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	X	C68782533	10/1/2020	10/1/2021	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WAIVER OF SUBROGATION IN FAVOR OF California State University Office of the Chancellor WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CALIFORNIA STATE UNIVERSITY OFFICE OF THE CHANCELLOR
CONSTRUCTION, PLANNING, DESIGN & CONSTRUCTION
401 GOLDEN SHORE
LONG BEACH, CA 90802

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Workers' Compensation and Employers' Liability Policy

Named Insured Insperity, INC. L/C/F TAYLOR ENGINEERING, LLP 19001 Crescent Springs Drive Kingwood, TX 77339	Endorsement Number Policy Number Symbol: RWC Number: C68782533
Policy Period 10/1/2020 **TO** 10/1/2021	Effective Date of Endorsement 10/1/2020
Issued By (Name of Insurance Company) Indemnity Insurance Co. of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. (X) Specific Waiver
   Name of person or organization:
   California State University Office of the Chancellor
   401 Golden Shore
   Long Beach, CA 90802

   ( ) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

   The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium : INCLUDED

Authorized Representative

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/26/2021

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 Dealey, Renton & Associates P.O. Box 12675 Oakland CA 94604 License#: 0020739	CONTACT NAME: Ian Woolley PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): 510-452-2193 E-MAIL ADDRESS: dracertificates@dealeyrenton.com
INSURED TAYLENG-02 Taylor Engineering, LLP 1080 Marina Village Parkway, Suite 501 Alameda CA 94501	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Associated Indemnity Corporation — 21865 INSURER B : Berkley Insurance Company — 32603 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1226506711 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	TGF07305019	7/10/2020	7/10/2021	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	[ ] Included						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	TGF07305019	7/10/2020	7/10/2021	COMBINED SINGLE LIMIT (Ea accident)	$ Included with
	[ ] ANY AUTO						BODILY INJURY (Per person)	$ General Liab.
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR	Y	Y	TGF07305019	7/10/2020	7/10/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					[ ] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liability			AEC903777105	7/10/2020	7/10/2021	Each Claim Annual Aggregate	$10,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Liability policy is a follow-form underlying General Liability/Employers Liability.
RE: Agreement 180459
For General Liability and Automobile Liability policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are additional insureds where required by written contract. Coverage for any claims related to the insureds work is primary where required by written contract.

CERTIFICATE HOLDER

California State University Office of the Chancellor
Construction, Planning, Design, & Construction
401 Golden Shore
Long Beach CA 90802

CANCELLATION 30 Day Notice of 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

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EXCERPTS FROM: Fireman's Fund **ABC MULTICOVER – AB 91 89 08 07**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: AMERICAN BUSINESS COVERAGE

2. **Blanket Additional Insured**
Section II – Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:
f. Any person or organization that you are required by a written insured contract to include as an insured, subject to all of the following provisions:
(1) Coverage is limited to their liability arising out of:
(a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or
(b) your ongoing operations performed for that insured; or
(c) that insured's financial control of you; or
(d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s)

4. **Blanket Waiver of Subrogation**
Section II – Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:
6. Transfer or Rights of Recovery Against Others to us and Blanket Waiver of Subrogation
b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

19. **Common Policy Conditions** (AB 00 09 A 01 87), Part H. Other Insurance, Item 2 is replaced with:
2. Coverage C – Liability
If other valid and collectible insurance is available to any insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:
a. The insurance provided under this policy is primary if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance.

EXCERPT FROM: **PROPERTY/LIABILITY POLICY -- AB 90 00 12 93**

II. K. 5. Separation of Insureds
Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:
a. As if each Named Insured were the only Named Insured; and
b. Separately to each insured against whom claim is made or suit is brought.

Hired Auto and Non-Owned Liability - AB 04 04 A 01 87

Policy Amendment Section II

A. Insurance is provided only for those coverages shown in the Declarations or in the Schedule.

1. Hired Auto Liability

The insurance provided under the Liability Section of the policy, Paragraph G.1. Coverage C - Liability, applies to **bodily injury** or **property damage** arising out of the maintenance or use of a **hired auto** by you or your employees in the course of your business.

2. Non-Owned Auto Liability

The insurance provided under the Liability Section of the policy, Paragraph G.1. Coverage C - Liability, applies to **bodily injury** or **property damage** arising out of the use of any **non-owned auto** in your business by any person other than you.

B. For insurance provided by this endorsement only:

1. The exclusions, under the Liability Section of the policy, Paragraph H.1. Applicable to Coverage C - Liability Coverages, other than exclusions a., b., d., f. and i. and the Nuclear Energy Liability Exclusion, are deleted and replaced by the following:

a. **Bodily injury** to:

(1) An employee or co-employee of any insured arising out of and in the course of employment by any insured; or

(2) Any employee, prospective employee or past employee of any insured arising out of the employment relationship or prospective employment relationship.

(3) The spouse, child, fetus, embryo, parent, brother, sister or any member of the household of that employee or co-employee as a consequence of (1) or (2) above.

This exclusion applies:

(a) Whether the insured may be liable as an employer or in any other capacity; and

(b) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

(i) Liability assumed by the insured under an **insured contract**; or

(ii) **Bodily injury** arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

b. **Property damage** to:

(1) Property owned or being transported by, or rented or loaned to the insured; or

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

(2) Property in the care, custody or control of the insured.

2. WHO IS AN INSURED in the Liability Section of the policy, Part I, is replaced by the following:

Each of the following is an insured under this endorsement to the extent set forth below:

a. You;

b. Any other person using a **hired auto** with your permission;

c. For a **non-owned auto** any partner or executive officer of yours, but only while such **non-owned auto** is being used in your business; and

d. Any other person or organization, but only for their liability because of acts or omissions of an insured under a., b. or c. above.

None of the following is an insured:

(1) Any person engaged in the business of his or her employer for **bodily injury** to any co-employee of such person injured in the course of employment;

(2) Any partner or executive officer for any **auto** owned by such partner or officer or a member of his or her household;

(3) Any person while employed in or otherwise engaged in duties in connection with an **auto business**, other than an **auto business** you operate;

(4) The owner or lessee (of whom you are a sublessee) of a **hired auto** or the owner of a **non-owned auto** or any agent or employee of any such owner or lessee;

(5) Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the declarations.

C. The following additional definitions apply:

1. **Auto Business** means the business or occupation of selling, repairing, servicing, storing or parking **autos**.

2. **Hired Auto** means any **auto** you lease, hire or borrow. This does not include any **auto** you lease, hire or borrow from any of your employees or members of their households, or from any partner or executive officer of yours.

3. **Non-Owned Auto** means any **auto** you do not own, lease, hire or borrow which is used in connection with your business. However, if you are a partnership, a **non-owned auto** does not include any **auto** owned by any partner.

All other terms and conditions of the policy apply.

CSU The California State University

☐ SERVICE PROVIDER
☐ TRUSTEES

MASTER ENABLING AGREEMENT
MECHANICAL SYSTEMS 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	Amendment No.:	Agreement No.:	Project No.:
California State University	N/A	180459	Systemwide - MEA
Service Provider, hereafter referred to as Service		**CSU Vendor ID No.:**	**License or DIR No.:**
Taylor Engineering, LLP.		2294	M020819

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 mechanical systems 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 four (4) 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 items 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, Aaron Klemm, Chief of Energy and Sustainability, Capital Planning, Design and Construction, (562)-951-4122.

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 Taylor Engineering, LLP
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 Steven T. Taylor, Vice President
Address of Campus Project Administrator 401 Golden Shore Long Beach, CA 90802	Address of Service Provider 1080 Marina Village Parkway, Suite 501 Alameda, CA 94501

SCO Acct	Fund	Sub Fund	Agency	Yr.	Ref/Item	Category	Program	Element	Component	Chapter	Fiscal Yr.	Legal Ref.
			6620									

Fund Name	PS Account	PS Fund	PS Dept. ID	PS Program	PS Class	PS Project/Grant
Trust Fund	613001	485C1	1007			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 9/13/19

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.

        (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.

22. Any changes to the Organizational Chart (Rider C) or to the Billing Rates (Rider D) shall be approved by the CSU Office of the Chancellor in advance of the commencement of work.

End of Rider A

Exhibit 'A'- Scope of work
CSU Mechanical and Electrical Systems Peer Review

1. Capability of Staff:

   Mechanical and Electrical Systems Peer Reviews (MSR-ESR) under this agreement may be performed by internal staff, but shall be coordinated and reviewed by the respective appointed Mechanical Review Board member prior to issuance of any review or correspondence.

2. Authorization of Work:

   A. Only the CSU trustees' representatives may authorize work under this Agreement. Work shall typically be coordinated through an individual campus staff project manager or Capital Planning, Design and Construction (CPDC) at the CSU Office of the Chancellor.

   B. MSR and ESR fees are pre-established, based on construction costs of the project being reviewed. If a review is terminated due to cancellation of the project during design, payment will be made for work completed.

   C. Trustees do not guarantee a minimum assignment of work to the Service Provider under this Agreement. Work assignments will be made at the discretion of the campus.

   D. 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.

   E. Work assignments under this Agreement will be authorized by a Service Order and Authorization to Proceed (Exhibit A).

   F. 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.

   G. The term of the "Service Order and Authorization to Proceed" shall begin on the date indicated on the Authorization and conclude with the completion of the project or its termination.

3. Mechanical Systems Review (MSR):

   The MSR is a required review for CSU major capital projects. The ESR review is recommended, but optional and elective by the campus.

   A. For each project submitted and accepted for review, the Service Provider shall perform a Mechanical and/or Electrical Systems Review (MSR-ESR) of the building(s) or project.

   B. The primary purpose of the mechanical and electrical systems peer review is to offer a knowledgeable professional 'second opinion' and strategic insights on the functionality and efficacy of the project's mechanical systems. Although code compliance comments may be presented as a part of this review, the review is not intended as a substitute for an independent code compliance check that the campus will typically be conducting separately to this work. While the peer review process supports the project's design development, the project architect/engineer of record retains full responsibility for the design documents including their completeness and function.

   C. The Service Provider may suggest potential design options, analysis perspectives, and relay CSU Systemwide experience in materials performance considerations that the design team can build upon in the development of the project.

   D. The Service Provider may provide recommendations of possible methods for the resolution of technical issues encountered in the design and construction (the responsibility for implementing these suggestions rests completely with the Architect/Engineer of record).

   E. The Service Provider shall provide MSR-ESR during each design phase (Schematic, Preliminary, and Construction Documents). Develop review comments addressing the specific project. Categorize each comment into one of three tiers:

      (1) Required: Must be resolved as part of the back-check process for project to move into next phase.

      (2) Recommended: Review response must provide a defensible explanation including break-even point if cost is the primary determinant for a recommended comment not being incorporated.

      (3) Advisory: General recommendation that needs to be acknowledged by campus, but is elective to be incorporated.

   F. If response resolution for Required or Recommended level 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 MRB Board consensus as needed and then CPDC will issue a timely resolution determination on the respective issue(s).

G. Provide recommended corrections in the form of design review comments in Word (readable) format.

H. For each review send copies to the campus project manager, design team, and to CPDC.

I. 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.

4. MSR-ESR of Major Capital Design-Bid-Build and Construction Manager at Risk Projects:

A. During the Schematic Design Phase, the Service Provider shall:

(1) Participate in at least one meeting with campus personnel and the project architect/engineer of record at the campus. Become familiar with project scope, project goals, physical constraints, established budget, and campus design guidelines. Identify critical systems and equipment requiring seismic certification and bracing, examine the available information on the condition of the campus infrastructure and site utilities and point for interconnection, condition and capacity of building(s) systems, review the engineering concepts employed to achieve energy efficiency criteria, and discuss basis of design concepts and potential alternatives with the project team. When providing an ESR, become familiar with project scope, project goals, physical constraints and established budget, campus design guidelines, identify critical systems and equipment requiring seismic certification and bracing, review the available information on the condition of the campus electrical power and IT infrastructure and interconnection requirements, building(s) electrical and IT systems, discuss capacity constraints, review the engineering concepts employed to achieve energy efficiency criteria, lighting and energy controls, emergency power and life safety, and discuss basis of design concepts and potential alternatives with the project team.

(2) Approximately 75% through Schematic Design phase, in anticipation of a CPDC project review, provide a letter to the campus stating the MSR-ESR reviewer concurs (or not) with the proposed design approach of the mechanical systems.

(3) Continue with the peer review and involvement through the completion of the Schematic Design Phase.

(a) Review submittal documents including the plans and outline specifications, basis of design report, schematic level construction cost estimate and life cycle cost analysis of various systems analyzed and the proposed system and identify if submittal is materially complete; and

(b) Develop review comments taking into account the building, building site, and local environmental conditions; and

(c) Focus on confirming fundamental design assumptions and validating concepts, systems, and integration. The review at this phase is the most 'strategic' and the most critical.

B. During the Preliminary Design Phase:

(1) Review project plans, outline specifications, construction cost estimate, and the basis of design report.

(2) Focus on confirming concepts, systems, and assumptions. The review at this phase shall seek to confirm that the implementation of the 'approved' schematic documents is being appropriately developed and resolved. Assess if the project is 'on target' to provide a well-functioning, energy efficient facility within the established budget.

C. During the Construction Document Phase:

(1) Review updates to the basis of design report, project specifications and construction cost estimate to confirm that the design is consistent with the design approved from the Preliminary Design phase.

(2) Review the State of California Title 24 Energy Efficiency performance model to confirm the inputs match the Construction Documents. Confirm that project specifications include requirements of the State of California Title 24 Energy Efficiency Standards Acceptance Certificates.

(3) Review the ninety-five percent (95%) plans including mechanical, plumbing, controls (including sequence of operations), and building automation system. The ESR shall review the electrical plans including normal power, emergency power, lighting and lighting controls, plug load controls, IT service, metering and electrical systems sequence of operations, and building automation system interface.

(4) Confirm that the construction documents submitted for review include complete equipment schedules, energy compliance forms, floor plans, flow diagrams, sections and details. The ESR shall confirm that the construction documents submitted includes complete power system studies including short circuit, coordination and arc flash hazard, completed load schedules; energy compliance forms, power and lighting plans, single line diagrams, sections and details. The Service Provider shall inform the campus project manager if the submittal is materially incomplete.

(5) Provide copies of Construction Document reviews to the campus-assigned plan check review firm separately providing review work on the project. This will be reciprocal to the Service Provider as well so that initial plan check and MSR-ESR comments are shared and considered in the development in each respective review. It is not necessary to incorporate these plan check comments or to delay the MSR-ESR peer review pending the plan check back-check resolution. It is necessary to secure the plan check initial review and consider it prior to the Construction Document phase MSR-ESR review report issuance. Coordinate with the campus for plan review firm contact information.

5. MSR-ESR of Design-Build Projects:

MSR-ESR of Design-Build Projects shall generally follow the procedures for Design-Bid-Build projects set forth above, but shall modify the review emphasis to reflect differences in delivery methods (i.e., limited review of costs in later phases, and more focus on confirming that quality/functionality is not being diminished from that agreed to at the end of Schematic Design phase).

6. Back-Check Review:

A. Provide 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 copies of back-check comments to campus, design team and CPDC.

C. At the completion of the design review provide a letter to the campus with an electronic copy to the CPDC that MSR/ESR comments have been resolved to the satisfaction of the reviewing board member.

7. Project Deliverables and Distribution:

A. MSR/ESR peer review reports at Schematic, Preliminary and Construction Document phases.

B. Issue copies to campus, project design team, and CPDC for each review and back-check.

C. Issue a copy of the Construction Document peer review and back checks to the campus assigned plan check review firm separately providing services on this project.

D. Distribute copies of reports and back-checks via email.

E. Marked up plan sets are not required or desired.

F. Issue hard copy letters of concurrence to the campus at the completion of each review.

G. Provide copies of reports and letters to CPDC via email.

H. Provide copy of the final letter of concurrence to the plan check review firm via email.

8. Coordination with Mechanical Review Board:

MSR-ESR Reviewer shall periodically report to the Mechanical Review Board (MRB) on review issues and concerns that may have CSU Systemwide implications and advise on how the MSR and ESR review process can be improved and/or streamlined in the future.

9. Extra Services:

A. Extra Services Authorization shall be at the discretion of the trustees and shall not include work that is incidental to a MSR-ESR. 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) Extended participation in campus design development beyond peer review, such as additional attendance at project design meetings or project site visits beyond the initial campus kick-off participation that is a part of the base MSR-ESR scope.

(3) Substantial stop/restart or re-characterization of original peer review scope.

B. Extra Services require pre-authorization in writing by the project manager.

10. Reimbursable Expenses:

A. The fee for a Service Provider's MSR-ESR is inclusive of expenses incidental to this work. Reimbursable expenses are not anticipated in the typical course of providing a MSR-ESR.

B. The following are not reimbursable expenses:

(1) Travel expenses incurred for one (1) trip to the campus during the schematic phase is a part of this scope.

(2) Shipping charges, phone calls, faxes, consumables, etc. occurring in the course of providing the MSR-ESR services under this Agreement.

C. Additional travel when requested by the campus may be reimbursable as part of an Extra Service.

11. 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. All correspondence regarding design review activities and processes shall be sent to Ebi Saberi, University Architect with a copy to Aaron Klemm, Chief of Energy and Sustainability.

Direct inquiries as to process, review challenges and all general agreement 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: Aaron Klemm, Chief Energy and Sustainability
Telephone: (562) 951-4122
Email: aklemm@calstate.edu

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

End of Exhibit A

Exhibit 'B'- Fee and Payment Schedule
CSU Mechanical and Electrical Systems Peer Review

1. Fee Schedule:

Capital Projects: MSR-ESR fee shall be computed in accordance with the fee schedule shown below. Fees are based on total project construction budget as identified in the project budget (CSU Form CPDC 2-7, Total Construction). The construction budget for the project may be obtained from the campus project manager or directly from CPDC. Fee schedule is as follows:

Total Construction Value (CSU Form CPDC 2-7, Line 5)	Mechanical Systems Review Lump Sum Fee	Electrical Power and Lighting Systems Review Lump Sum Fee
Less than $634,000	Negotiated	Negotiated
$634,000 to $2,000,000	$6,000.00	Fee same as MSR (typical for all)
$2,000,001 to $6,000,000	$8,000.00	
$6,000,001 to $10,000,000	$10,000.00	
$10,000,001 to $30,000,000	$12,000.00	
$30,000,001 to $50,000,000	$15,000.00	
Over $50,000,001 to $90,000,000	$18,000.00	
Over $90,000,000	$22,000.00	

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 incurred.

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, [Mechanical] [Electrical] Systems Review

[Date]

Mr. Taylor
Taylor Engineering, LLP
1080 Marina Village Parkway, Suite 501
Alameda, CA 94501

Dear Mr. Taylor

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

In accordance with the provisions of the Systemwide Master Enabling Agreement Number 180459 you are hereby authorized to provide [insert as appropriate].
[Provide mechanical systems 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 coordinate services with:

[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 and Authorization to Proceed number on each invoice to the project manager named above.

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

Approved:

_____
[Name]
[Department Head]
[Department]

Fund Certified:

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

cc: