

MASTER ENABLING AGREEMENT PLAN CHECK REVIEW SERVICES Rev. 06/2023

For use on any CSU project.

This AGREEMENT is made and entered into this **first** 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:

<i>University, hereafter referred to as Trustees, and</i> California State University	Amendment No.: N/A	Agreement No.: 22-642	Is agreement for Design Professional services: Yes (GP-8b)	Project No.: Systemwide MEA
<i>Service Provider, hereafter referred to as Service Provider.</i> West Coast Code Consultants, Inc.	CSU Vendor ID No.: N/A	License Number: N/A		DIR No.: N/A

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

The Service Provider shall provide Plan Check and/or Preliminary Code Assessment review services for public works projects submitted by the California State University. This agreement is a Master Enabling Agreement (MEA) under which each University and the administrative office of the California State University may engage the services of Service Provider as provided herein. Universities and the administrative office shall execute a Service Order and Authorization to Proceed (Exhibit C or Exhibit C-1) to secure Service Provider's peer review services under this Agreement.



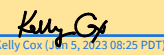

The Service Provider shall provide such services as more fully described in the following Rider and Exhibits, which by this reference are incorporated herein and made part of this Agreement:

- Rider A Agreement General Provisions, consisting of five (5) pages.
- Exhibit A Scope of Work Construction Document Plan Check Review, consisting of eleven (11) pages.
- Exhibit A-1 Scope of Work Preliminary Code Assessment Review Services, consisting of four (4) pages.
- Exhibit A-2 Scope of Work Fire & Panic Safety Code Plan Check Review & Fire and Panic Safety Peer Review, consisting of twelve (12) pages.
- Exhibit B Hourly Rate Schedule, consisting of one (1) page.
- Exhibit C Service Order and Authorization to Proceed, Plan Check and/or Preliminary Code Assessment Review, consisting of one (1) page.
- Exhibit C-1 Service Order and Authorization to Proceed, Fire & Panic Safety Plan Check consisting of one (1) page.

The term shall begin upon receipt of an executed Agreement from the Trustees and shall end as of June 30, 2025, with the option given the Trustees of extending the Agreement with the same terms and conditions for three (3) additional two (2) year periods. Work elements started during the term shall continue to their completion and acceptance by the Trustees.

The Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the Trustees' 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 A, Exhibit A-1, Exhibit A-2, and Exhibit B.

Trustees of the California State University							Service Provider							
University California State University							Firm Name West Coast Code Consultants, Inc.							
By (Trustees' Authorized Signature)  <small>Paul Gannoe (Jun 2, 2023 17:46 PDT)</small>							By (Authorized Signature)  <small>Donald Zhao (Jun 2, 2023 08:13 PDT)</small>							
Printed Name and Title of Person Signing Paul Gannoe, Chief of Planning and Design							Printed Name and Title of Person Signing Donald Zhao, Vice President Donald@WC-3.com							
Address of University Project Administrator Capital Planning, Design and Construction 401 Golden Shore, Long Beach, CA 90802							Address of Service Provider 5000 Executive Parkway, Suite 510 San Ramon, CA 94583							
SCO Acct Data:	Fund	Sub Fund	Agency	Yr.	Ref/Item	Category	Program	Element	Component	Chapter	Fiscal Yr.	Legal Ref.		
Fund Name			PS Account		PS Fund	PS Dept. ID	PS Program		PS Class	PS Project/Grant				
Amount Encumbered \$0.00		<i>I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.</i>												
Amount of Increase \$0.00		Signature of Accounting Officer  <small>Kelly Cox (Jun 5, 2023 08:25 PDT)</small>									Jun 5, 2023 Date			
Amount of Decrease \$0.00		<i>I hereby certify that I have examined the written Agreement and find the same to be in accordance with the requirements of California State University Contract Law. G. ANDREW JONES, General Counsel</i>												
Total Amount Encumbered \$0.00		By Attorney 									Jun 13, 2023 Date			

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

Rider A - Agreement General Provisions, Service Provider

1. Service Provider Relationship. Service Provider, in the performance of this Agreement, is an independent contractor and is not an employee, agent, or officer of the Trustees.
2. Payments. Payments under this Agreement shall be made in arrears of work increment completed to the satisfaction of the Trustees and upon submission of an invoice in CSU invoice format. If not otherwise specified payments for services rendered will be processed monthly upon presentation of invoice.
3. Services. Trustees may issue a written order with respect to the services to be performed under this Agreement at any time before the completion of the services. Trustees shall pay Service Provider an amount for such services as provided in this Agreement, or if not so provided, Trustees shall pay Service Provider a reasonable amount, which shall be agreed upon by the parties.
4. Service Provider shall not utilize any information, not a matter of public record, which is received by reason of this Agreement, for pecuniary gain not contemplated by the terms of this Agreement, regardless of whether Service Provider is or is not under contract at the time such gain is realized (Education Code Section 89006).
5. Ownership. The report, survey, or other product developed by Service Provider pursuant to this Agreement is the property of Trustees and shall not be disseminated to others by Service Provider unless authorized by Trustees.
6. Termination for Convenience. Trustees may terminate this Agreement upon a three (3) business-day advance written notice to Service Provider. In the event of such termination, Service Provider shall be paid only for the work satisfactorily completed.
7. Termination for Cause. Trustees may terminate this Agreement for cause should Service Provider fail to perform as herein provided. In the event of such termination, Trustees shall be relieved of the obligation to make any payment to Service Provider and Trustees may proceed by other means with the work in any manner the Trustees deem proper.
8. Indemnification.
The Indemnification subsection below, next to the checked box, applies to this agreement, while the subsection next to the unchecked box does not apply to this agreement.
 - a. Provisions of item 8a shall apply if the agreement is with a Service Provider that does **not** qualify under the provisions of California Civil Code section 2782.8. The Service Provider agrees to hold harmless, defend, and indemnify the State of California, the Trustees of the California State University, the University, and the officers, employees representatives, and agents of each of them from any and all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, including, but not limited to, attorneys' fees and costs resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Service Provider, its officers, agents, and employees, in the performance of this Agreement. This provision shall survive the expiration or termination of this Agreement.
 - b. Provisions of item 8b shall apply if the agreement is with a Service Provider that does qualify under the provisions of California Civil Code section 2782.8 and the scope of work is for design professional services. The Service Provider agrees to hold harmless, defend, and indemnify the State of California, the Trustees of the California State University, the University, and the officers, employees representatives, and agents of each of them from any and all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, including, but not limited to, attorneys' fees and costs to the extent arising out of, pertaining to, or relating to the negligence,

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

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

- 1) Any contract for design professional services per the provisions of California Civil Code section 2782.8, or amendment thereto, where a project-specific general liability policy ensures all project participants for general liability exposures on a primary basis and covers all design professionals for their legal liability arising out of their professional services on a primary basis.
- 2) A design professional per the provisions of California Civil Code Section 2782.8, that provides design professional service and is party to a written design-build joint venture agreement and not the primary holder of the Trustees and Design-Builder contract.

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

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

1) Comprehensive or Commercial Form General Liability Insurance:

On an occurrence basis, cover work done or to be done by or on behalf of the Service Provider and shall provide insurance coverage for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work. Limits of Liability:

\$2,000,000 General Aggregate

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

2) Business Automobile Liability Insurance:

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

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

3) Workers' Compensation Insurance:

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

4) Professional Liability Insurance:

Professional liability (errors and omissions) insurance on an occurrence basis is preferred, covering work done or to be done by or on behalf of the Service Provider and providing insurance for professional liability in the amount of \$1,000,000 each occurrence. The Service Provider shall obtain and maintain professional liability insurance on a claims-made basis for no less than \$1,000,000 each claim and

\$2,000,000 annual aggregate, and certification of coverage shall be submitted to the Trustees upon signing of this Agreement. If the total contract amount exceeds \$1,000,000 the Service Provider shall renew and keep such insurance in effect for at least ten (10) years after the recordation of the notice of completion.

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

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

Verification of coverage shall be provided as follows:

- 1) The Service Provider shall submit to the Trustees copies of certificates of insurance and endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage.
 - 2) The scope of coverage shall be shown on the certificate of insurance.
 - 3) The Service Provider shall provide written notice of cancellation of coverage within thirty (30) days to the Trustees.
 - 4) The Service Provider shall notify the Trustees in writing of any material change in insurance coverage.
 - 5) Renewal certifications shall be timely filed by the Service Provider for coverage until the work is accepted as complete.
 - 6) Trustees reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these provisions, at any time.
- c. Insurance policies except for Workers Compensation and Professional Liability insurance shall contain, or be endorsed to contain, the following provisions:
- 1) For the general policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.
 - 2) For claims related to the work, the Service Provider's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Service Provider's insurance and shall not contribute with it.
 - 3) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.
- d. Additional Insurance Provisions
- 1) Any deductible under any policy of insurance required in this section shall be the Service Provider's liability.
 - 2) Acceptance of certificates of insurance by the Trustees shall not limit the Service Provider's liability under the Agreement.

- 3) The Service Provider's obligations to obtain and maintain required insurance are non-delegable duties under this Agreement.
10. Personal Eligibility Certification. If the Service Provider is a natural person, the Service Provider certifies by signing this Agreement that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT. 2105, 2268-69), State of California Governor's Executive Order W-135-96.
 11. Corporate Eligibility Certification. If the Service Provider is a corporation, the Service Provider certifies and declares by signing this Agreement that it is eligible to contract with the State of California pursuant to the California Taxpayer and Shareholder Protection Act of 2003 (Public Contract Code Section 10286, *et seq.*).
 12. Nondiscrimination. In the performance of this Agreement the Service Provider and its consultants shall not deny the Agreement's benefits nor shall they discriminate unlawfully against any person on the basis of religion, color, ethnic group identification, sex, actual or perceived gender identity, age, physical or mental disability, medical condition, marital status, or age (over 40). Additionally, the Service Provider and its consultants shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination as well.
 - a. Service Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, *et seq.*), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0, *et seq.*), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5).
 - b. Service Provider shall permit access by representatives of the California Department of Fair Employment and Housing and the Trustees upon reasonable notice at times during normal business hours with at least 24 hours' notice, to its books, records, accounts, other sources of information, and its facilities as the Department or Trustees shall require to ascertain compliance with this Agreement.
 - c. Service Provider and its consultants/subcontractors shall give written notice of their obligations under this Agreement to labor organizations with which they have a collective bargaining or other agreement.
 - d. Service Provider shall include the nondiscrimination and compliance provisions of this Agreement in subcontracts to perform work under the Agreement (Government Code Sections 12990, 11135, *et seq.*, Title 2, California Code of Regulations, Section 11105)
 13. Drug Free Workplace Certification. The Service Provider hereby certifies compliance with Government Code Sections 8355, 8356, and 8357 in matters relating to providing a drug-free workplace. In accordance with Government Code Section 8355, the Service Provider shall:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace,
 - 2) The Service Provider's policy of maintaining a drug-free workplace,
 - 3) Any available counseling, rehabilitation, and employee assistance programs, and
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Require that each employee engaged in the performance of the Agreement be given a copy of the statement required by subpart A, and require that each employee, as a condition of employment on the Agreement, agree to abide by the terms of the statement.

14. Disabled Veteran Business Enterprise. Responsive to direction from the State Legislature (Public Contract Code Section 10115, *et seq.*), the Trustees are seeking to increase the statewide participation of disabled veteran business enterprises in contract awards. To this end, Service Provider shall inform the Trustees of any contractual arrangements with consultants or suppliers that are certified disabled veteran business enterprises.
15. Assignment. Service Provider shall not assign benefits or delegate duties under this Agreement in whole or in part, nor assign any moneys due or to become due hereunder without the written consent of Trustees.
16. Successors. The provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the parties hereto.
17. Notice. Notice for either party may be served by delivering it in writing to the party, or by depositing it in a U.S. mail deposit box with postage fully prepaid addressed as shown within the information block of the Agreement page. Nothing herein shall preclude the giving of notice by personal service.
18. Audit. If the Agreement exceeds \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor of the State of California and the California State University Auditor for a period of three years after final payment under the Agreement. This examination and audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the cost of administering this Agreement (Government Code Section 8546.7).
19. DIR Registration. In accordance with Labor Code Section 1720, *et seq.*, the Service Provider shall register with the Department of Industrial Relations (DIR) for this project and pay at least the prevailing wages on services/work aspects where a prevailing wage applies. Such services and/or work aspects include, but are not limited to, the Service Provider or its sub-consultant's provision of geotechnical studies, potholing involving digging, site surveying and/or construction Inspector of Record services as defined by the DIR.
20. Agreement Changes. Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed and dated by the parties. Oral representations, understandings, or writings not expressly incorporated in the Agreement are void. Unless identified within Exhibit A, Scope of Work, under a separate sub-heading entitled 'Modifications to Agreement', it is the intent of the Trustees to use the standard published form of this Agreement and Rider A without modification. The Agreement and Rider A shall not be modified without review and concurrence by CSU Office of General Counsel.
21. Offshoring of CSU Contract Work. Service Provider warrants it certified under penalty of perjury in its bid for this Agreement that the Agreement, and any subcontract performed under the Agreement, will be performed solely with workers within the United States; and if this Agreement, and any subcontract performed under this Agreement, will not be performed solely with workers within the United States, Service Provider described in its bid any parts of the work to be performed by workers outside of the United States. Further, Service Provider warrants no work will be performed under the Agreement with workers outside the United States, except as described in Service Provider's bid. If Service Provider or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement, and Service Provider did not describe such work in its bid, Service Provider acknowledges and agrees that:
 - a. CSU may terminate the Agreement without further obligation for noncompliance, and
 - b. Service Provider will forfeit to CSU the amount CSU paid for the percentage of work that was performed with workers outside the United States and not described in Service Provider's bid.

End of Rider A

Exhibit A - Scope of Work Construction Document Plan Check Review

1. General:

- A. The scope of the work is to provide an independent, responsible, third-party opinion of the Title 24 of the California Code of Regulations (CCR), compliance on various CSU projects presented at a 90% complete Construction Document level.
- B. Separate scope (Exhibit A-1) describes Preliminary Code Assessment Review and other review services that can be authorized separate to this work.
- C. Separate scope (Exhibit A-2) describes Fire & Panic Safety Code Plan Check Review services for the Office of Fire Safety (OFS) per the terms of Memorandum of Understanding with Office of the State Fire Marshal (OSFM) that can only be authorized by the OFS separate to this work. See the links: [OSFM CSU MOU.pdf \(calstate.edu\)](#) & [OSFM CSU MOU Attachment A.pdf \(calstate.edu\)](#)

2. Capability:

This work requires that the Service Provider provide timely, insightful Title 24 of the CCR compliance assessments on individual projects that the California State University may consider, these may variously include simple to complex buildings in all use types, new construction, renovation of existing facilities, as well as infrastructure works.

3. Authorization and Administration of the Work:

- A. Trustees' representative, an authorized staff by an individual University or Office of the Chancellor University Planning Design and Construction (CPDC), may authorize work under this Agreement. CPDC administers the Master Enabling Agreement. Individual Universities participate in this agreement.
- B. There is no geographic assignment for plan check reviews. Universities may select any Service Provider authorized by CPDC to provide plan check review services. No minimum assignment of work to the Service Provider is guaranteed.
- C. To initial work, Trustees' representative will issue a Service Order Authorization to authorize a plan check review assignment to an individual Service Provider under this Agreement. Receipt of a signed Service Order Authorization constitutes authorization to proceed with a particular review. All work requires pre-authorization.
- D. The Scope of Work Construction Document Plan Check Review (Exhibit A), Scope of Work Preliminary Code Assessment Review (Exhibit A-1), and Scope of Work Fire & Panic Safety Code Plan Check Review & Fire and Panic Safety Peer Review (Exhibit A-2) are separate scopes of work authorizations. Trustees' representative will identify the desired scope in each individual Service Order Authorization.
- E. The fees structure for this Exhibit A work is consistent for all Service Providers. Individual Service Providers can provide comparative advantage by service responsiveness, staff capability, thoroughness of reviews, and use of supporting checklists appropriate to a particular review.
- F. The CSU recognizes that checklists are not all encompassing, but that they do offer a structured framework and identify broad issues of particular concern. CPDC provides website links to checklists it has found useful.
- G. The Agreement term identifies the period that Service Order Authorizations may be issued under this Agreement. Once authorized, work may be completed under this Agreement irrespective of the

Agreement term unless otherwise terminated in writing by the Trustees' representative.

- H. The CSU per Education Code 66606 is authorized to contract and construct. Per Part 2 of Title 24 of CCR, California Building Code (CBC) 1.2.1.2, CSU is authorized to appoint a building official responsible for enforcement of the provisions of the Title 24 of the CCR as adopted by California Building Standards commission (BSC), Division of State Architect- Access Compliance (DSA-AC), and Office of State Fire Marshal (SFM). The Office of the Chancellor has appointed a CSU Building Official. Under this authority the CSU Building Official appoints University Deputy Building Officials to assist in Title 24 of the CCR enforcement. The Service Provider's role in this is to provide an opinion of Title 24 of the CCR compliance. The CSU will use and rely upon these code assessment opinions in managing its capital program and building official responsibilities.

4. The Plan Check Review:

- A. The Plan Check Service Provider is authorized to begin a plan check review upon receipt of a signed Service Order Authorization.
- B. Evaluate plans for compliance with the identified edition of Title 24 of the CCR as adopted by BSC, DSA-AC and SFM.
- C. Review Item: The review shall consider all parts of the California Building Standards Code requirements including:
 - Part 1: California Building Standards Administrative Code
 - Part 2: California Building Code (CBC)
 - Part 2.5: California Residential Building Code
 - Part 3: California Electrical Code (CEC)
 - Part 4: California Mechanical Code (CMC)
 - Part 5: California Plumbing Code (CPC)
 - Part 6: California Energy Code
 - Part 8: California Historical Building Code
 - Part 9: California Fire Code (CFC)
 - Part 10: California Existing Building Code (CEBC)
 - Part 11: California Green Building Standards Code (CALGreen)
 - Part 12: California Reference Standards Code

In addition to the above: CSU Seismic Policy (Available online CPDC) The CSU has established University-specific 'seismic ground motion parameters' that supersedes CBC values. CSU also implements a conservative evaluation of CBC Structural Risk Category (CBC 1604) CSU Bulletins assignments.

In addition to above: The State of California (The State), Department of General Services – Buy Clean California Act Policy (Available online DGS & CPDC Bulletin 22-008) The State and CSU have established and mandated the maximum acceptable Global Warming Potential (GWP) limits for materials that supersede and exceed CCR, Title 24, Part 11 CALGreen Standards. The State and CSU implement a conservative design approach for GWPs. Method of compliance needs to be indicated within the technical design specifications in Division 1 (Submittal Procedures and Regulatory Requirements) and/or noted elsewhere in the Contract Documents for projects over the construction costs threshold outlined in CPDC Policies.

- D. Review Item: Use of non-current code editions must be approved in writing by the CSU Building Official.
- E. Review Item: The target of the review is complete project construction documents including plans, specifications, engineering calculations, energy calculations, and supporting University-supplied documents including soils investigation reports and parcel maps, provided to you for review.

Documents may be provided in electronic or print form.

- F. Review Item: Examine the project construction documents and supporting information supplied for their general state of completeness and internal consistency. The construction documents presented for review need to be complete and construction ready minus the stamp and signature of the professional in responsible charge. Identify submittals not meeting this standard via comment as incomplete.
- G. Review Item: Provide itemized comments that may arise from the review. Comments may include advisory comments that identify concerns regarding document legibility, clarity of intent, unreferenced details, incorrect detail call outs, missing or inconsistent references, missing sheets, references to projects or parties not involved in this project, etc.
- H. Review Item: Provide review of items needed for submittal to other entities needed for CSU projects; refer to item 13, Relationship to Other Reviews Coordinated by CSU.
- I. Notification: Coordinate with the University and perform the review in the manner that is agreed most effective for the individual circumstances; electronic document review or print plan review.
- J. Deliverable: For each plan check review, develop a comprehensive ‘Plan Check Report’ of items considered to be at variance with applicable codes. The Plan Check Report shall include the itemized comments per section 4.2 and shall provide sufficient description so as not to require reference to a marked-up print edition of the documents. The Plan Check Report may include annotated electronic document image captures to facilitate reporting. Provide reports in Word or Excel format.

5. Target Plan Review Durations and Workflow:

- A. Time is of the essence: Project activities are contingent upon the timely completion of the 90% Construction Document Plan Check Review. Use best efforts to complete the initial Plan Check Report within the timeframes identified in Table 5-A.

TABLE 5-A. Target Plan Review Duration		
Project Construction Value	Initial Review Calendar Days	Back Check Review Calendar Days
\$3,000,000 and under	Seven (7)	Seven (7)
\$3,000,001 to \$30,000,000	Twenty-one (21)	Fourteen (14)
Over \$30 Million	Twenty-one (21)	Twenty-one (21)

- B. Notification: Keep the University informed of the projected delivery date once the review is started and the character of the project is better known.

6. Back-Check Reviews:

- A. Perform a back-check review of the documents that have been revised by the team to address plan check review comments. Two (2) back check reviews should be anticipated for this work.
- B. Deliverable: Provide back-check review comments in electronic format. Identify comments as Resolved, Not Resolved, Acknowledged, etc.
- C. Use best efforts to complete the back-check review in a timely manner.
- D. Notification: Contact the Trustees’ representative and discuss the project’s status if more than two back-checks are needed. It is important to ascertain that the is being responsive, that the unresolved comment issue is clear, and that the University is aware of repeat unresolved issues.

- E. If persistent/pervasive unresolved comment responses and/or poor professionalism is observed elevate the issue to CPDC
 - F. If minimal comments remain and good faith effort is present, it is acceptable to issue a Recommendation of Approval letter with a couple specific items to complete as noted.
7. Recommendation of Approval: Upon resolution of plan check comments, the Service Provider shall:
- A. Issue a 'Recommendation of Approval' letter confirming the Service Provider's opinion of code compliance.
 - B. Identify deferred submittals and unresolved issues (if any) as a part of the Recommendation of Approval letter.
8. Disposition of Physical Documents: Upon resolution of plan check comments, the Service Provider shall:
- A. Retain the plan review set to assist in future deferred submittals as may be required.
 - B. Issue a Recommendation of Approval letter. Stamp marking of construction documents is not required. The University Deputy Building Official will issue a permit in writing or by stamp as 'REVIEWED FOR CODE COMPLIANCE' upon their determination.
 - C. Notify University by email upon final invoice for the respective project that plan set(s) will be discarded in thirty days unless other distribution is requested by university.
9. Deficient/Incomplete Documents:
- If a project submitted for review is found to be significantly incomplete, the Service Provider shall halt review and seek direction from the University and advise CPDC. It is important for CSU to be cognizant of the standard of care performance concerns.
- If the University elects to direct the Architect/ Engineer to revise and resubmit, accommodate this. If the University elects to terminate the review, invoice for work completed on the project and note on the invoice 'Incomplete Submittal, Review Terminated at University Election'. New work will require a new Service Order Authorization.
10. Deferred Submittals:
- A. Review of deferred submittals shall be included as part of work per section 1.A, the Scope of Work.
 - B. A list of deferred submittals shall be provided in a table format early in the Architectural plan set. This is a required review item. Deferred submittals not included in the list may be considered as part of work per section 1.2, Separate Scope.
 - C. Notification:
 - 1. Identify the CPDC listed Deferred Submittals for the project as a project comment. The CPDC will presumably confirm in response. This confirmation shall allow the opportunity for separate action by the Trustees' representative if required.
 - 2. Deferred submittals likely to contain accessibility elements (i.e., elevators) are allowed so long as plans are sufficiently detailed to reasonably confirm access compliance.
 - 3. Identify deferred submittals in the 'Recommendation of Approval' letter.
 - 4. Three (3) months after the completion of the 90% review issue an email to University identifying deferred submittals received/reviewed/still outstanding.
 - 5. Resolve each individual outstanding deferred submittal with a 'Recommendation of Deferred Submittal Approval' letter.

11. Phased Project Reviews, Phased Permits:

- A. Phased review divisions of work increments have been agreed to between the CSU and Office of Fire Safety, and Office of State Fire Marshal. Phases may be combined, but may not be divided further than indicated in Table 11-A. The University may authorize Phased Project Permit review approach for construction (i.e., demo, foundations, structural frame, etc.). The phased permit approach needs to be identified on the Architectural set at the onset of the review. When this method is employed the plan review will be broken into discrete component parts. Details of the composition of each package are described more fully on CPDC webpage.
- B. A phased permit approach is a part of the 90% construction documents review scope of work 1.A. Phased components organized per Table 11-A shall be individually reviewed as a part of a single project Service Order Authorization.
- C. Incremental Permit submittals shall be complete stand-alone packages with plans, specifications and supporting calculations present. Foundation plans for SFM purposes need only a plan outline and systems description.
- D. Each phase submittal shall be handled as a complete and distinct construction review e.g., intake, review, back-check recommendation (or not) of approval.

Exhibit	Review/Permit Type	Description
Exhibit A-1	Preliminary review	An early schematic phase advisory review with OFS/OSFM and/or DSA-AC
Exhibit A-2	Fire & panic Safety Code Analysis	Fire & Panic Safety Code Review and Fire & Panic Safety Peer Reviews for OFS for delegated OSFM review (to be only used at the direction of and by OFS)
Exhibit A	Demo Site mobilization	Can be combined with Site Grading and Utilities
Exhibit A	Site Grading and Site Utilities	Phases may be combined, but not further split.
Exhibit A	Foundations	Needs only a plan outline and systems description
Exhibit A	Structural Frame	Defines the complete structural components of the foundation and structural system
Exhibit A	All other work in one combined package	All other work. Cannot be phased further.

12. Collaboration Workflows:

The Plan Review process outlined in this document requires collaboration between the service provider, Office of Fire Safety, the University, and the design team for editing, discussing mark-ups, and sharing PDF documents, e.g., Bluebeam Studio. Electronic Plan Review (EPR) Administrator will allow internal and external stakeholders to share, view and collaborate in real time in one virtual location.

- A. Provide and facilitate virtual collaboration, resolving code interpretation disputes quickly in remote locations using Zoom, Microsoft Teams or other compatible software with minimal capabilities to accommodate 50 meeting participants.
- B. The platform and digital medium are PDF format allowing EPR collaborative design reviews as directed by CPDC.

- C. Electronic software for markups, comments and notes shall be Bluebeam Studio or other software with like-for-like and/or equal capabilities approved by the CPDC.
- D. Accommodate single virtual secessions and comment on a single document set. Provide color coded markup tools will be used to distinguish each discipline review; color coding shall be pre-approved and is at the discretion of CPDC.
- E. Provide plan review in PDF review software platform with the incorporation of “screen shots” comments on plans and other graphic exhibits into the “Correction Log” in order to highlight, explain and embellish specific corrections, concerns, questions, and correspondences to the design team and University.

13. Distribution of Reviews:

- A. Provide paperless review of all correspondence and notifications. Correspondence may be in Word, Excel, PDF, or other industry standard platforms and/or formats. Electronic security signatures may be provided but are not required.
- B. Send project communications to the University directly. DO NOT send Project Plan Check reports independently or by carbon copy, cc, to the architect/design team as such communication will confuse the established lines of communication.
- C. The University project manager is tasked to review the plan check and back check reports. If questions arise related to comments, the University project manager shall review with the plan check reviewer.

14. Relationship to Other Reviews Coordinated by CSU:

The CSU coordinates several reviews as a part of its building official assessment of code compliance.

- A. Division of the State Architect, Access Compliance Review.
 - 1. Incorporation of responses to independent plan check review comments must occur prior to submission of the construction documents to DSA-AC.
 - 2. Review Item: Provide an accessibly compliance review on all projects. A finding of no issues has its own confirming value. AFTER completion and resolution of overall plan check review, CSU will coordinate a separate subsequent submittal to DSA-AC. With the exception of an Essential Services Facility, DSA-SS review is limited to accessibility compliance.
- B. CSU Office of Fire Safety and/or Office of State Fire Marshal (OSFM).

CSU seeks to present a code compliant submittal to OSFM from the onset unless the OFS elects to perform the final plan review at 95% construction documents for Fire & Panic Safety. Regardless, it is CRITICALLY IMPORTANT to CSU that independent plan check review occurs, and responses incorporated into the 90% construction document submittal in a timely manner prior to the CSU OFS and/or OSFM 95% construction document submittals for final OFS and/or OSFM review.

 - 1. Review for fire and panic-safety issues, specifically CBC, Chapter 9 Fire Protection Systems and Chapter 10 Means of Egress, and CFC. Review for need, system type, location, location protection, interconnections with power, mechanical control systems, etc.
- C. Fire and Panic Safety Peer Preview (FPSRP)

The CSU performs a separate technical review of the fire and panic safety design under the CSU Office of Fire Safety (OFS) for conformance to code and good practices. This peer review is not a replacement for, but complimentary to the Construction Document Plan Check Review (Exhibit A) scope. The FPSRP begins at the start of the design phase. FPSRP and this Construction Document

Plan Check Review, (Exhibit A), will be occurring concurrently at the 90% Construction Documents phase, but separately.

1. Provide a code review of the Fire and Panic safety regardless of the FPSPR process.
2. Consult and meet with the OFS staff when requested.
3. Note that the FPSPR is not part of the Fire & Panic Safety Code Plan Review (Exhibit A-2) which is a separate scope of work; Exhibit A-2 is only to be used at the direction of and by the OFS.

D. Review and confirm that complete code analysis presented is code compliant per requirements of Title 24 of the CCR. Confirm that the project is code complaint on its defined site. Confirm general building heights, areas, types of construction, use, and occupancies proposed. Review closely for document tabular coordination. CSU OFS maintains OSFM review issue check lists online as well as CPDC Technical Bulletins that will impact plan reviews. Periodically monitor and check the CPDC website for updates: [CPDC Resource Library | CSU \(calstate.edu\)](#)

2. Compare reference furniture layout plans against claimed occupancy counts. Comment if indicated seating density is greater than numerical occupancy identified.
3. It is not necessary to confirm the hydraulic design of the fire suppression systems; only to verify that an analysis is called for. Hydraulic sprinkler design verification is provided by OFS and/or OSFM.
4. It is not necessary to confirm the design analysis of smoke systems; only to verify that a reasonably defensible analysis is present and that the required Fire Protection Engineer review and concurrence of approach certification is present. System verification and acceptance are provided by OFS and/or OSFM.
5. Request a copy of all project OFS and/or OSFM review comments from the University project manager. Compare OSFM review comments against your review comments. Work towards eliminating recurring citations of the same element. Timely realization of OFS and/or SFM approvals is value added to the CSU.

E. Seismic Peer Review (SRB).

The CSU performs a separate independent technical peer review of the seismic aspects of construction projects for conformance to good seismic restraint practices. This peer review process will begin at the start of design on the project. A Construction Document phase peer review will be occurring concurrently, but separately, with this plan check review.

1. Provide a structural code review evaluating both gravity and seismic elements for code compliance.
2. Use of the Seismic Coefficients for CSU University Locations. Specific geotechnical values found in Attachment B of the [CSU Seismic Requirements](#) are available online. Plan Reviewer shall identify if the CSU University Specific Seismic Coefficients values were relied upon in the review or if standard code seismic coefficients were utilized. Identify if the Seismic Coefficients for CSU University Locations were not used in the documents submitted for review.

F. Mechanical Peer and/or Electrical Systems Peer Reviews (MSR/ESR).

The CSU performs a separate technical review of mechanical and/or electrical systems proposed. For conformance to good practices. These peer reviews are not intended as code compliance reviews and will begin at the start of design phase. MSR/ESR and this Construction Document Plan Check Review, (Exhibit A), will be occurring concurrently at the 90% Construction Documents phase, but separately.

1. Provide a code review of the mechanical, electrical, and plumbing systems regardless of the MSR/ESR process.

G. Health Department Review.

1. Health Department plan review is a separate review that may be occurring concurrently to the Plan Check Review. Consider the reviews by the Health Department as supplemental but separate to the scope of this work.
2. A pool review shall include structural and mechanical considerations. In particular, review for potential 'H' occupancy issues related to chemical storage and pool-specific access compliance for the pool and route of travel to and into the pool.

H. Other Reviews.

Other miscellaneous reviews may occur. CSU will seek to schedule them AFTER the completion of the Plan Check Review. Completion of this Plan Check Review will impact the start of other reviews.

I. Construction Field Review.

Construction field inspection/observation services are not a part of the scope of work.

15. Comment Disposition:

- A. All Plan check comments made are permanent. It is important to record comments.
- B. All comments must be addressed. Removal of comments without documented resolution eliminates the transparency of CSU as the State of California acting in its higher education capacity. Design team responses to the comments shall be reviewed by the plan check reviewer and marked as:
 1. Resolved
 2. Not Resolved
 3. Acknowledged
 4. Pending Additional Information
 5. Building Official Determination Required
 6. Withdrawn; the comment needs to remain for the record.

16. Code Interpretations:

Coordinate with the CSU Chief Building Official if code interpretation questions arise.

17. Extra Services:

- A. Extra services if deemed necessary will be authorized as a separate Service Order Authorization. Seek concurring approval in advance of 'Extra Service' work.
- B. The following services will be evaluated and depending on the project may be authorized by separate Service Order Authorization as additional work.
 1. Exhibit A-1 Scope of Work Preliminary Code Assessment Review Services
 2. Extensive back check reviews (three or more). A small back-check resolving a few items would not be justifiable as an extra service.
 3. Substantial additional review required due to repackaging of documents (overbids).
 4. Reviews of post 95% Construction Documents for items not included as part of the construction documents.

5. Deferred submittals not identified as part of the project deferred submittals.
 - C. Clarifications are a part of the work.
 1. Incidental meetings or brief calls to clarify review comments or confirm acceptable alternative solutions shall be provided as a part of the work.
 2. Incidental observations on the completeness and document coordination shall be provided as a part of the work.
18. Reimbursable Expenses:
- A. Shipping charges incurred per this scope are reimbursable at cost. In most cases shipping reimbursement is only anticipated where the University requests return of set(s) that they supplied. As these sets become quickly outdated with the evolution of the design process, we anticipate shipping will be infrequent.
 - B. When requested by university, reasonable travel expenses to attend in-person meetings located greater than 50 miles from the Service Provider's office are reimbursable. Travel for meetings within 50 miles is considered incidental and part of the work and is not reimbursable.
 - C. Services incidental to the work, i.e., phone calls and office consumables are not reimbursable under this agreement.
19. Work Reporting:
- Provide an annual, Excel-based, plan review activity report summary of reviews undertaken during the contract period (July 1, 2023, to June 30, 2025). Provide reporting within 30 days after each contract year (starting on July 31, 2024, and every year after). Reports from Exhibits A and A-1 may be combined; Exhibit A-2 must be separate. Report shall include:
- A. University name
 - B. Project name
 - C. Current review status (Active/Complete)
 - D. Other data as required and/or requested by the CSU and/or CPDC.
- Compile report information and email to CPDC attention: The current Director of Architecture, Jack Andersen at jandersen@calstate.edu.
20. Personnel Reporting:
- Provide an annual, Excel-based, summary of the Service Provider's Organizational Chart identifying key personnel, main point of contact(s), support staff, and subcontracted staff of the firms during the contract period (July 1, 2023, to June 30, 2025, and subsequent options for any and all (3) three 2-year term renewal extensions). Provide reporting within 30 days after the contract period (July 31, 2024). Exhibit A and Exhibit A-1 may be combined; Exhibit A-2 must be separate. Report shall include:
- A. Key Personnel as listed on the original RFQ/RFP
 - B. Principal or Owner in Charge
- Compile report information and email to CPDC attention: The current Director of Architecture, Jack Andersen at jandersen@calstate.edu.
21. Plan Check Review Fees:
- A. Small Project Reviews: Projects less than and up to Minor Cap Limit (currently \$929,000):
 1. For projects that can be reviewed with a single day's effort exclusive of administrative support shall be reviewed under a 'Day-Tripper' flat rate fee as listed in row Item #1, Table 19-B2 below.

This is intended for minor capital or single-item type projects i.e., roof replacement, mechanical system replacements etc. Single-item projects may exceed the Minor Capital threshold and still fall under this category. *Use inclusive judgment here.*

2. For projects that require complex review, but are under the Minor Cap Limit, a flat rate fee as listed in row Item #2, Table 19-B2 below shall be applied.

B. Standard Fee Schedule: Projects greater than Minor Capital Limit to up to \$50,000,000.

For projects greater than the Minor Capital Limit and up to \$50,000,000, Plan Check Review fees shall be in accordance with the Plan Review Fee Schedule. For projects in this category fees based on the following:

To calculate the plan check review fee:

1. Obtain the Total Construction Cost value from either the University or CPDC. The Total Construction Cost value is identified in the CSU form 2-7, Line 7 - Total Construction or GMP.
2. Determine the CSU Building Permit Fee amount from table 19-B1.
3. Select formula from the applicable rows (Items #3 through #6) that applies based on project's Total Construction Cost from table 19-B2.
4. Insert CSU Building Permit Fee value from table 19-B1 into applicable formula.
5. Calculate fee.

TABLE 19-B1. CSU Building Permit Fee	
Total Construction Cost	CSU Building Permit Fee
\$929,001 and up to 50,000,000	\$4,200 for the first \$1,000,000 plus \$3.30 for each additional \$1,000 or fraction thereof
\$50,000,001 and greater	Fee Proposal by Service Provider upon request by university. The University may solicit proposals from multiple approved providers.

TABLE 19-B2. Plan Check Review Fee		
Row/Item	Total Construction Cost	Plan check Review Fee Formula
1	Up to \$929,000*	Day-Tripper fee \$2,270
2	Up to \$929,000**	Fee \$2,900
3	\$929,001 and up to \$3,000,000	[CSU Bldg. Permit Fee] x [0.70] = <u>Fee</u> \$4,400 fee minimum applies.
4	\$3,000,001 to \$10,000,000	[CSU Bldg. Permit Fee] x [0.60] = <u>Fee</u>
5	\$10,000,001 and \$50,000,000	[CSU Bldg. Permit Fee] x [0.50] = <u>Fee</u>
6	\$50,000,001 and above	Negotiated (See 19.D below)
* Day-Tripper fee is considered the default fee for projects with the Minor Capital Limit		
**Used for projects not meeting the Day-Tripper review or complex projects under the Minor Capital Limit		

- C. **Standard Fee Complexity Premium:** A per project fee supplement up to \$7,000 (Seven thousand dollars) over the calculated Plan Check Review Fee may be granted at the discretion of the

University to complex projects if one or more of the following complications are present:

- Smoke control system
- High rise designation
- Single room occupancy greater than 500 persons
- Eight or more fume hoods
- An indoor pool
- H occupancy not incidental to pool operation/storage
- Other complexities

The Complexity Premium does not apply for Day-Tripper type reviews or incidental occurrences, i.e., tenant improvements in a high-rise structure.

D. Large Project Fee: Greater than \$50 Million.

For projects over \$50,000,000 in construction cost the plan check review fee shall be determined by a project-specific fee proposal by the Service Provider to the University. Anticipate that the University may be soliciting concurrent proposals from other authorized providers.

22. Invoices and Payment:

- A. Notification: Coordinate with individual Universities authorizing work for invoicing and payment.
- B. Payment for services and reimbursement will be made in arrears for work completed to the satisfaction of the Trustees' representative upon presentation of a written statement not exceeding amounts previously authorized.
- C. Payment will be authorized at the following milestone points:
 - 90% of the Service Order Authorization amount upon issuance of Recommendation of Approval letter.
 - 10% of the Service Order Authorization amount upon the resolution of all listed deferred submittals.
 - As a university workflow consideration, the University may administratively authorize 100% payment in advance at its discretion.

23. Contract Management:

The Office of the Chancellor manages the system-wide administration of this Agreement. Direct questions of contract administration and/or code interpretations to:

Jack Andersen, CSU Chief Building Official
Capital Planning Design and Construction
California State University, Office of the Chancellor
401 Golden Shore 4th Floor
Long Beach, CA 90802
Direct (562) 951-4120
Cell (562) 900-2820
jandersen@calstate.edu

End of Exhibit A

Exhibit A-1 - Scope of Work Preliminary Code Assessment Review Services

1. General:

- A. The scope of this work is to provide an independent, responsible, third-party code compliance design assessment in a peer review context during the initial design phases of a project.

The potential nature of Preliminary Code Assessment Review Services scope is broad and expected to vary per project. It may involve a single consultation review or multiple meetings, iterative reviews and/or participation at CSU Office of Fire Safety (OFS) and/or Office of the State Fire Marshal (OSFM) Preliminary Code Review meetings. The work is expected to be provided on either an hourly or a negotiated lump sum basis. The nature of the desired services and fee basis will be briefly identified in the individual Service Order Authorization.

In addition, Preliminary Code Assessment Review Services would also include single consultation review or multiple meetings, iterative reviews and/or participation at Division of State Architect, Access Compliance (DSA-AC).

- B. Separate scope (Exhibit A) describes the independent, responsible, third-party opinion of the Title 24 of the California Code of Regulations (CCR), compliance on various CSU projects presented at a 90% complete Construction Document level.
- C. Separate scope (Exhibit A-2) describes Fire & Panic Safety Code Plan Check Review services for the Office of Fire Safety (OFS) per the terms of Memorandum of Understanding with Office of the State Fire Marshal (OSFM) that can only be authorized by the OFS separate to this work. See the links: [OSFM CSU MOU.pdf \(calstate.edu\)](#) & [OSFM CSU MOU Attachment A.pdf \(calstate.edu\)](#)

2. Capability:

This work requires that the Service Provider provide timely, insightful, knowledgeable, and importantly, a credible Fire & Panic Safety preliminary code compliance assessments to ensure the project will comply with California Building Code (CBC), DSA-AC, OFS and/or OSFM requirements. Other parts of California Code of Regulations may be part of the scope of the Other Preliminary Code Assessment Review when identified in Exhibit A-1, Service Order and Authorization to Proceed.

This work requires the ability to critically assess and challenge initial CPDC team design code assumptions. This role in part will be to screen out impractical or idealistic assumptions that would be questionable to the DSA-AC, OFS and/or OSFM. The Service Provider may be called upon to defend their findings/opinions in Preliminary Code Review Meetings with the DSA-AC, OFS and/or OSFM.

This work requires that the Service Provider conduct reviews, provide comments, and facilitate meetings with universities and/or design teams using Bluebeam Revu. The service provider shall assume all costs and expenses associated with purchase, up-grades, and training for the use of Bluebeam Revu. The associated costs are not a reimbursable expense.

3. Authorization and Administration of the Work:

- A. Trustees' representatives, i.e., individual Universities or Office of the Chancellor University Planning, Design and Construction (CPDC) staff may authorize work under this agreement. CPDC will administer the Master Enabling Agreement. Individual Universities participate in this agreement.
- B. There is no geographic assignment for this work. Universities may select any Service Provider

authorized by CPDC to provide these services. No minimum assignment of work to the Service Provider is guaranteed.

- C. The University or CPDC will issue a Service Order Authorization to contract work with the Service Provider under this Agreement. Receipt of a signed Service Order Authorization constitutes authorization to proceed with a particular review. All work requires pre-authorization.
- D. The Preliminary Code Assessment Review (Exhibit A-1), Fire & Panic Safety Code Plan Check Review (Exhibit A-2 to be used only at the direction of OFS) and Construction Document Plan Check Review (Exhibit A) are separate scopes of work authorizations. Except for Exhibit A-2, the University project manager will identify the desired scope in each individual Service Order Authorization.
- E. The Agreement term identifies the time period that Service Order Authorizations may be issued under this agreement. Once authorized, work started shall be completed under this agreement irrespective of the agreement term unless otherwise terminated in writing by the trustees.

4. The Preliminary Code Assessment Review:

- A. Review Item: Provide Preliminary Code design assessments in a peer review context as an advisor to the university.
- B. Review Item: Assess the viability, practicality, constructability, code compliance of potential design approaches. Discuss potential design alternatives with the University, i.e., alternate construction types. Meet with the University, design teams, or other entities such as the CPDC, OFS and/or OSFM as directed by the University to facilitate this peer review assessment.
- C. Deliverable: Provide a summary of observations from plan reviews and meetings in report format to the University.

5. Specialized Fire Protection Engineering Analysis:

- A. This scope is not seeking the detailed review of the layout for such systems rather that the system is intended to be provided or not:

Review Item: Evaluate for fire and life safety concepts and presence, specifically CBC Part 2 Volume 1, Chapter 9 Fire Protection Systems, and California Fire Code (CFC) for inclusion/indication of project-required systems including but not limited to:

- Automatic sprinkler systems
- Alternative automatic fire extinguishing systems
- Standpipe systems
- Portable fire extinguishers
- Fire alarm and detection systems
- Emergency alarm systems
- Smoke control systems
- Smoke and heat removal
- Fire command centers
- Fire department connections
- Fire pumps
- Emergency responder safety features
- Emergency responder radio coverage.

- C. Deliverable: Discuss project-specific fire and panic safety designs elements with university and project design team.
- D. Deliverable: Where directed by University, PARTICIPATE in meetings with OSFM.

6. Target Plan Review Durations and Workflow:

Time is of the essence and timely performance is required. Work with the University to schedule mutually agreeable review durations. Provide peer review comments for designs in a timely manner.

7. Back-Check Reviews:

A. Deliverable: If the University requests a confirming back check review, provide it in a timely manner. Unlike the more structured Plan Check Review process, this Preliminary Code Review design assessment work anticipates an iterative exchange of ideas and discussion on design development and approach.

8. Fast Track / Incremental Permits:

Provide review and comment on proposed permit approaches and alternatives.

9. Distribution of Reviews:

A. Deliverable: Go paperless for all review correspondence and notifications.

B. Deliverable: Provide correspondence in PDF format. Electronic security signatures may be provided but are not required.

C. Deliverable: Send project communications to the University directly. Copy CPDC on all reviews and recommendation of approvals. Do NOT send project review reports independently or by cc to the architect/design team. It is the responsibility of the University to first review and then route your reviews to the CPDC teams.

10. Extra Services:

Extra services require pre-authorization and when needed will be authorized as a separate Service Order Authorization.

11. In the Preliminary Code Assessment review, the only extra service anticipated would be an extension of the hourly not to exceed limit originally authorized. Reimbursable Expenses:

A. Shipping charges incurred per this scope are reimbursable at cost. In most cases shipping reimbursement is only anticipated where the University requests return of set(s) that they supplied. As these sets become quickly outdated with the evolution of the design process, we anticipate shipping will be infrequent.

B. When requested by university, reasonable travel expenses to attend in-person meetings located greater than 50 miles from the Service Provider's office are reimbursable. Travel for meetings within 50 miles is considered incidental and part of the work and is not reimbursable.

C. Services incidental to the work, i.e., phone calls and office consumables are not reimbursable under this agreement.

12. Work Reporting:

Provide an annual, Excel-based, plan review activity report summary of reviews undertaken during the contract period (July 1, 2023, to June 30, 2025). Provide reporting within 30 days after each contract year (starting on July 31, 2024, and every year after). Reports from Exhibits A and Exhibit A-1 may be combined; Exhibit A-2 must be separate. Report shall include:

A. University name

B. Project name

- C. Current review status (Active/Complete)
- D. Other data as required and/or requested by the CSU and/or CPDC.

Compile report information and email to CPDC attention: The current Director of Architecture, Jack Andersen at jandersen@calstate.edu.

13. Personnel Reporting:

Provide an annual, Excel-based, summary of the Service Provider's Organizational Chart identifying key personnel, main point of contact(s), support staff, and subcontracted staff of the firms during the contract period (July 1, 2023, to June 30, 2025, and subsequent options for any and all (3) three 2-year term renewal extensions). Provide reporting within 30 days after the contract period (July 31, 2024). Reports from Exhibit A and Exhibit A-1 are not to be combined with Exhibit A-2 reports and must be separate. Report shall include:

- A. Key Personnel as listed on the original RFQ/RFP
- B. Principal or Owner in Charge

Compile report information and email to CPDC attention: The current Director of Architecture, Jack Andersen at jandersen@calstate.edu.

14. Fees:

- A. Fees for this work shall be provided either on an hourly basis with a Not to Exceed limit or a negotiated lump-sum fee. The Service Order Authorization for each project will identify the fee basis and amount.
- B. The hourly rate sheet of this Service Provider is attached as an exhibit to this agreement.

15. Invoices and Payment:

- A. Payment for services and reimbursable charges will be made in arrears for work completed to the satisfaction of the Trustees upon presentation of a written statement not exceeding amounts previously authorized.
- B. Invoice to the respective individual Universities authorizing work.

16. Contract Administration:

The Office of the Chancellor manages the systemwide administration of this contract. Direct general agreement questions and code compliance concerns to:

Jack Andersen, CSU Chief Building Official
Capital Planning Design and Construction
California State University, Office of the Chancellor
401 Golden Shore 4th Floor
Long Beach, CA 90802
Office (562) 951-4120, Cell (562) 900-2820
jandersen@calstate.edu

End of Exhibit A-1

Exhibit A-2 - Scope of Work
Fire & Panic Safety Code Plan Check Review
&
Fire and Panic Safety Peer Review
(Both only for use by the Office of Fire Safety)

1. General:

- A. At the Direction of the Office of Fire Safety, the scope of the work is to provide an independent, responsible, third-party opinion focused on Fire & Panic Safety of Title 24 of the California Code of Regulations (CCR) compliance related to adopted Code by the Office of the State Fire Marshal on various CSU projects presented at various preliminary design levels and at both the 90% and 95% complete Construction Document level which are as follows:
 - a. Fire & Panic Safety Code Plan Check Review used at 95% Construction Document Level
 - b. Fire and Panic Safety Peer Review used at Schematic, Preliminary and 90% Construction Document Levels
- B. Separate scope (Exhibit A) describes Construction Document Plan Check Review services by the independent, comprehensive, third-party opinion of the Title 24 of the California Code of Regulations (CCR), compliance on various CSU projects presented at a 90% complete Construction Document level that can be authorized separate to this work.
- C. Separate scope (Exhibit A-1) describes Preliminary Code Assessment Review and other review services that can be authorized separate to this work.

2. Capability:

This work requires that the Service Provider provide timely, insightful Title 24 of the CCR assessments as it relates to Fire & Panic Safety Code compliance on individual projects that the California State University may consider, these may variously include simple to complex buildings in all use types, new construction, renovation of existing facilities, as well as infrastructure works.

3. Authorization and Administration of the Work:

- A. Trustees' representative, an authorized staff by an individual University or Office of the Chancellor University Planning Design and Construction (CPDC), may authorize work under this Agreement. CPDC administers the Master Enabling Agreement. Individual Universities participate in this agreement.
- B. There is no geographic assignment for plan check reviews. Universities may select any Service Provider authorized by CPDC to provide plan check review services. No minimum assignment of work to the Service Provider is guaranteed.
- C. To initial work, Trustees' representative will issue a Service Order Authorization to authorize a plan check review assignment to an individual Service Provider under this Agreement. Receipt of a signed Service Order Authorization constitutes authorization to proceed with a particular review. All work requires pre-authorization.
- D. The Construction Document Plan Check Review (Exhibit A), Preliminary Code Assessment Review (Exhibit A-1) and Fire & Panic Safety Code Plan Check Review (Exhibit A-2) are separate scope of work authorizations. Trustees' representative will identify the desired scope in each individual Service Order Authorization.

- E. The fees structure for this Exhibit A-2 work is consistent for all Service Providers. Individual Service Providers can provide comparative advantage by service responsiveness, staff capability, thoroughness of reviews, and use of supporting checklists appropriate to a particular review.
- F. The CSU recognizes that checklists are not all encompassing, but that they do offer a structured framework and identify broad issues of particular concern. CPDC provides website links to checklists it has found useful.
- G. The Agreement term identifies the period that Service Order Authorizations may be issued under this Agreement. Once authorized, work may be completed under this Agreement irrespective of the Agreement term unless otherwise terminated in writing by the Trustees' representative.
- H. The CSU per Education Code 66606 is authorized to contract and construct. Per Part 2 of the Title 24 of CCR , California Building Code (CBC) 1.2.1.2, CSU is authorized to appoint a building official responsible for enforcement of the provisions of the Title 24 of the CCR as adopted by California Building Standards commission (BSC), Division of State Architect- Access Compliance (DSA-AC), and Office of the State Fire Marshal (OSFM).

The CSU Office of Fire Safety (OFS) and the CSU have a Memorandum of Understanding (MOU) with the OSFM that will incrementally grant OFS personnel responsibility to exercise enforcement for items #1 and #2 below on behalf of the OSFM and in accordance with CSU policies. Note that OFS personnel are not intended to be authorized to perform fire origin and cause activities on CSU properties. [OSFM CSU MOU.pdf \(calstate.edu\)](#) and [OSFM CSU MOU Attachment A.pdf \(calstate.edu\)](#)

- 1. Plan review and approval, permitting and subsequent construction inspections of all new construction, remodel, renovation, and tenant improvement projects on/in state-owned, -leased, or -operated properties. (CCR Title 24)
- 2. Inspection of existing state-owned, -leased or -operated properties for compliance with all applicable fire and panic safety regulations. (CCR Title 19)

The Office of the Chancellor has appointed a CSU Building Official. Under this authority the CSU Building Official appoints University Deputy Building Officials (CDBO) to assist in Title 24 of the CCR enforcement. The Service Provider's role in this is to provide an opinion of Title 24 of the CCR compliance. The CSU will use and rely upon these code assessment opinions in managing its capital program and building official responsibilities.

4. Fire & Panic Safety Code Plan Check Reviews:

- A. The Fire & Panic Safety Code Plan Check Review Service Provider is authorized to begin a plan check review upon receipt of a signed Service Order Authorization.
- B. Evaluate plans for compliance with the identified edition of Title 24 of the CCR as adopted by OSFM and other related other applicable sections not adopted by OSFM.
- C. Review Item: The review shall consider all parts of the California Building Standards Code requirements including:
 - Part 1: California Building Standards Administrative Code
 - Part 2: California Building Code (CBC)
 - Part 2.5: California Residential Building Code
 - Part 3: California Electrical Code (CEC)
 - Part 4: California Mechanical Code (CMC)

- Part 5: California Plumbing Code (CPC)
- Part 6: California Energy Code (Not adopted by OSFM)
- Part 8: California Historical Building Code (Not adopted by OSFM)
- Part 9: California Fire Code (CFC)
- Part 10: California Existing Building Code (CEBC) (Not adopted by OSFM)
- Part 11: California Green Building Standards Code (CALGreen) (Not adopted by OSFM)
- Part 12: California Reference Standards Code

In addition to the above: CSU Seismic Policy (Available online CPDC) The CSU has established University -specific 'seismic ground motion parameters' that supersedes CBC values. CSU also implements a conservative evaluation of CBC Structural Risk Category (CBC 1604) CSU Bulletins assignments.

- D. Review Item: The target of the review is complete project construction documents including plans, specifications, engineering calculations, energy calculations, and supporting University -supplied documents including soils investigation reports and parcel maps, provided to you for review. Documents may be provided in electronic or print form.
- E. Review Item: Examine the project construction documents and supporting information supplied for their general state of completeness and internal consistency. The construction documents presented for review need to be complete and construction ready minus the stamp and signature of the professional in responsible charge. Identify submittals not meeting this standard via comment as incomplete.
- F. Review Item: Provide itemized comments that may arise from the review. Comments may include advisory comments that identify concerns regarding document legibility, clarity of intent, unreferenced details, incorrect detail call outs, missing or inconsistent references, missing sheets, references to projects or parties not involved in this project, etc.
- G. Review Item: Provide review of items needed for submittal to other entities needed for CSU projects; refer to item 13, Relationship to Other Reviews Coordinated by CSU.
- H. Notification: Coordinate with the University and perform the review in the manner that is agreed most effective for the individual circumstances; electronic document review or print plan review.
- I. Deliverable: For each plan check review, develop a comprehensive 'Plan Check Report' of items considered to be at variance with applicable codes. The Plan Check Report shall include the itemized comments per section 4.2 and shall provide sufficient description so as not to require reference to a marked-up print edition of the documents. The Plan Check Report may include annotated electronic document image captures to facilitate reporting. Provide reports in Word or Excel format.

5. Target Plan Review Durations and Workflow:

- A. Time is of the essence: Project activities are contingent upon the timely completion of the 95% Fire & Panic Safety Code Plan Check Review. Use best efforts to complete the initial Plan Check Report within the timeframes identified in Table 5-A.

TABLE 5-A. Target Plan Review Duration		
Project Construction Value	Initial Review Calendar Days	Back Check Review Calendar Days
\$3,000,000 and under	Seven (7)	Seven (7)
\$3,000,001 to \$20,000,000	Fourteen (14)	Seven (7)

Over \$20 Million	Twenty-one (21)	Fourteen (14)
-------------------	-----------------	---------------

- B. Notification: Keep the University informed of the projected delivery date once the review is started and the character of the project is better known.

6. Back-Check Reviews:

- A. At the direction of the OFS, perform a back-check review of the documents that have been revised by the team to address plan check review comments. Two (2) back check reviews should be anticipated for this work.
- B. Deliverable: Provide back-check review comments in electronic format. Identify comments as Resolved, Not Resolved, Acknowledged, etc.
- C. Use best efforts to complete the back-check review in a timely manner.
- D. Notification: Contact the Trustees' representative and discuss the project's status if more than two back-checks are needed. It is important to ascertain that the is being responsive, that the unresolved comment issue is clear, and that the University is aware of repeat unresolved issues.
- E. If persistent/pervasive unresolved comment responses and/or poor professionalism is(are) observed shall be elevated and brought to the attention of Director of Fire Safety or the assigned Deputy Director of Fire Safety
- F. If minimal comments remain and good faith effort is present, it is acceptable to issue a Recommendation of Approval letter to the OFS and CDBO with a couple specific items to complete as noted.

7. Recommendation of Approval: Upon resolution of fire and panic safety plan check comments, the Service Provider shall:

- A. Issue a 'Recommendation of Approval' letter to the OFS and CDBO confirming the Service Provider's opinion of code compliance.
- B. Identify deferred submittals and unresolved issues (if any) as a part of the Recommendation of Approval letter.

8. Disposition of Physical Documents: Upon resolution of plan check comments, the Service Provider shall:

- A. Retain the plan review set to assist in future deferred submittals as may be required.
- B. Issue a Recommendation of Approval letter. Stamp marking of construction documents is not required. The OFS will stamp the construction documents and issue an approval for Fire & Panic Safety to University Deputy Building Official, after which will issue a permit in writing or by stamp as 'REVIEWED FOR CODE COMPLIANCE' upon their determination.
- C. Notify OFS by email upon final invoice for the respective project that plan set(s) will be discarded in thirty days unless other distribution is requested by university .

9. Deficient/Incomplete Documents:

If a project submitted for review is found to be significantly incomplete, the Service Provider shall halt review and seek direction from the OFS and advise the CDBO. It is important for CSU to be cognizant of the standard of care performance concerns.

If OFS and the CDBO/University direct the Architect/ Engineer to revise and resubmit, accommodate this action and request. If the OFS and CDBO/University elect to terminate the review, invoice for work

completed on the project and note on the invoice 'Incomplete Submittal, Review Terminated at University Election'. New work will require a new Service Order Authorization.

10. Deferred Submittals:

- A. Review of deferred submittals shall be included as part of work per section 1.A, the Scope of Work.
- B. A list of deferred submittals shall be provided in a table format early in the Architectural plan set. This is a required review item. Deferred submittals not included in the list may be considered as part of work per section 1.2, Separate Scope.
- C. Notification:
 - 1. Identify the CPDC listed Deferred Submittals for the project as a project comment. The OFS will presumably confirm in response. This confirmation shall allow the opportunity for separate action by the Trustees' representative (CPDC or OFC) if required.
 - 2. Identify deferred submittals in the 'Recommendation of Approval' letter.
 - 3. Three (3) months after the completion of the 95% review issue an email to University and OFS identifying deferred submittals received/reviewed/still outstanding.
 - 4. Resolve each individual outstanding deferred submittal with a 'Recommendation of Deferred Submittal Approval letter.

Phased Project Reviews, Phased Permits:

- A. Phased review divisions of work increments have been agreed to between the CSU and OFS on behalf of the Office of the State Fire Marshal. Phases may be combined, but may not be divided further than indicated in Table 11-A. The University may authorize Phased Project Permit review approach for construction (i.e., demo, foundations, structural frame, etc.). The phased permit approach needs to be identified on the construction document and/or architectural drawing set at the onset of the review. When this method is employed the plan review will be broken into discrete component parts. Details of the composition of each package are described more fully on CPDC webpage.
- B. A phased permit approach is a part of the 90% and 95% construction documents review scope of work 1.A. Phased components organized per Table 11-A shall be individually reviewed as a part of a single project Service Order Authorization.
- C. Incremental Permit submittals shall be complete stand-alone packages with plans, specifications and supporting calculations present. Foundation plans for OFS on behalf of OSFM purposes need only a plan outline and systems description.
- D. Each phase submittal shall be handled as a complete and distinct construction review e.g., intake, review, back-check recommendation (or not) of approval.

TABLE 11-A. Phased Reviews and Permits		
Exhibit A-1	Preliminary review	An early schematic phase and advisory review with OFS/OSFM and/or DSA-AC

Exhibit A-2	Schematic Design & Preliminary Design (for use by OFS only)	An early phase and advisory reviews by or with OFS/OSFM
Exhibit A-2	Phased or complete Fire and Panic Safety Peer Preview (FPSPR) (for use by OFS only)	A review at 90% Construction Document Level for OFS prior to final 95% Construction Document Review
Exhibit A-2	Phased or complete Fire & Panic Safety Code Plan Check Review (for Use by OFS only)	A final review at 95% Construction Document Level for OFS/OSFM
Exhibit A	Demo Site mobilization	Can be combined with Site Grading and Utilities
Exhibit A	Site Grading and Site Utilities	Phases may be combined, but not further split.
Exhibit A	Foundations	Needs only a plan outline and systems description
Exhibit A	Structural Frame	Defines the complete structural components of the foundation and structural system
Exhibit A	All other work in one combined package	All other work. Cannot be phased further.

11. Collaboration Workflows:

The Plan Review process outlined in this document requires collaboration between the service provider, Office of Fire Safety, the University, and the design team for editing, discussing mark-ups, and sharing PDF documents, e.g., Bluebeam Studio. Electronic Plan Review (EPR) Administrator will allow internal and external stakeholders to share, view and collaborate in real time in one virtual location.

- A. Provide and facilitate virtual collaboration, resolving code interpretation disputes quickly in remote locations using Zoom, Microsoft Teams, or other compatible software with minimal capabilities to accommodate 50 meeting participants.
- B. The platform and digital medium are PDF format allowing EPR collaborative design reviews as directed by OFS.
- C. Electronic software for markups, comments and notes shall be Bluebeam Studio or other software with like for like and or equal capabilities approved by the OFS.
- D. Accommodate single virtual secessions and comment on a single document set. Provide color coded markup tools will be used to distinguish each discipline review; color coding shall be pre-approved and is at the discretion of OFS.
- E. Provide plan review in PDF review software platform with the incorporation of “screen shots”

comments on plans and other graphic exhibits into the “Correction Log” to highlight, explain and embellish specific corrections, concerns, questions, and correspondences to the design team and University .

12. Distribution of Reviews:

- A. Provide paperless review of all correspondence and notifications. Correspondence may be in Word, Excel, PDF, or other industry standard platforms and/or formats. Electronic security signatures may be provided but are not required.
- B. Send project communications to the University directly. DO NOT send Project Plan Check reports independently or by carbon copy, cc, to the architect/design team as such communication will confuse the established lines of communication.
- C. The University project manager is tasked to review the plan check and back check reports. If questions arise related to comments, the University project manager shall review with the plan check reviewer.

13. Fire & Panic Safety Code Plan Check Review 95% Construction Document:

- A. Review and confirm that complete code analysis presented is code compliant per requirements of Title 24 of the CCR. Confirm that the project is code complaint on its defined site at a 95% Construction Document level. Confirm general building heights, areas, types of construction, use, and occupancies proposed. Review closely for document tabular coordination. CSU OFS maintains OSFM review issue check lists online as well as CPDC Technical Bulletins that will impact plan reviews. Periodically monitor and check the CPDC website for updates: [CPDC Resource Library | CSU \(calstate.edu\)](https://www.calstate.edu/cpdc/)
- B. Compare reference furniture layout plans against claimed occupancy counts. Comment if indicated seating density is greater than numerical occupancy identified.
- C. It is not necessary to confirm the hydraulic design of the fire suppression systems; only to verify that an analysis is called for. Hydraulic sprinkler design verification is provided by OFS and/or OSFM.
- D. It is not necessary to confirm the analysis design of smoke systems; only to verify that a reasonably defensible analysis is present and that the required Fire Protection Engineer review and concurrence of approach certification is present. System verification and acceptance are provided by OFS and/or OSFM.
- E. Request a copy of all project OFS and/or OSFM review comments from the University project manager. Compare OSFM review comments against your review comments. Work towards eliminating recurring citations of the same element. Timely realization of OFS and/or SFM approvals is value added to the CSU.

14. Relationship to Other Reviews Coordinated by CSU Prior to or Concurrent with the 95% Construction Document for Fire and Panic Safety Code Plan Review:

The CSU coordinates several reviews as a part of its Building Official, University Deputy Building Official and Office of Fire Safety (delegated by OSFM) assessment of code compliance. These reviews shall be prior to or current with the 95% Construction Document review by OFS (on behalf of the OSFM).

- A. Division of the State Architect, Access Compliance Review – Concurrent with the 90% Construction Document level reviews or 95% Construction Document review of behalf and at the direction of OFS.

1. Incorporation of responses to review comments of 95% Construction Document by OFS will occur concurrently with to submission of the 95% Construction Documents to DSA-AC. Additional back-check reviews may occur depending on the overlay and/or impact from the DSA-AC review.
 2. Review Item: CSU coordinates a separate subsequent submittal to DSA-AC. With the exception of an Essential Services Facility, DSA review is limited to accessibility compliance.
- B. Fire and Panic Safety Peer Preview (FPSPR) - Prior to the 95% Construction Document review of behalf and at the direction of OFS. The FPSPR is part of this Exhibit A-2
- The CSU performs separate technical reviews as projects are developed for the fire and panic safety design under the CSU Office of Fire Safety (OFS) for conformance to code and good practices at Schematic Design Level, Preliminary Design Level and at 90% Construction Document Level. These peer reviews are not a replacement of, but complimentary to the Scope of Work Construction Document Plan Check Review (Exhibit A) scope; and are separate from the final 95% Construction Document review on behalf of OFS/OSFM. The FPSPR can begin at the start of design phase - Schematic Design Level. Ongoing FPSRP Reviews and the Construction Document Plan Check Review, (Exhibit A) will be occurring prior or concurrently at the 90% Construction Documents phase, but separately.
1. Provide a code review of the Fire and Panic Safety regardless of the FPSPR process with direction from OFS.
 2. Consult and meet with the OFS staff when requested.
 3. At the direction of OFS, provide FPSPR at 90% Construction Document Level review. If elected by the OFS to perform a 90% Construction Document Level of review, it shall be identified in the scope as a separate line item from other (preliminary) FPSPR(s).
 4. The FPSPR is not part of the Fire & Panic Safety Code Plan Review 95% Construction Document by OFS which is a separate and final plan review process.
 5. If a university elects to procure a FPSPR on their own, Exhibit A-1 must be used. This Exhibit A-2 and Fire & Panic Safety Code Plan Review of 90% Construction Documents and 95% Construction Documents are only performed at the direction of OFS.
- C. Construction Document Plan Check Review (3rd Party) Complete Code Analysis presented is code compliant per requirements of Title 24 of the CCR – Prior to the 95% Construction Document review of behalf and at the direction of OFS.
1. The 3rd Party Complete Code Analysis is a separate review that may be occurring concurrently with the Scope of Work Fire & Panic Safety Code Plan Check Review & Fire and Panic Safety Peer Review for 95% Construction Documents. The reviews by the 3rd Party Complete Code Analysis in Exhibit A are separate scopes of work.
 2. The review confirms that the project is code complaint on its defined site. Confirm general building heights, areas, types of construction, use, and occupancies proposed. Review closely for document tabular coordination. CSU OFS maintains check lists online as well as CPDC Technical Bulletins that will impact plan reviews. Periodically monitor and check the CPDC website for updates:
- D. Seismic Peer Review (SRB) - Prior to the 95% Construction Document review of behalf and at the direction of OFS.

1. SRB is a separate review that may be occurring concurrently with the FPSPR and prior to the Fire and Panic Safety Plan Check Review for 95% Construction Documents. The reviews by SRB are separate scopes of work.
 2. The CSU performs a separate independent technical peer review of the seismic aspects of construction projects for conformance to good seismic restraint practices.
- E. Mechanical and/or Electrical Systems Review (MSR/ESR) - Prior to the 95% Construction Document review of behalf and at the direction of OFS.
1. MSR/ESR are separate reviews that may be occurring concurrently with the FPSPR and prior to the Fire and Panic Safety Plan Check Review for 95% Construction Documents. The reviews by MSR/ESR are separate scopes of work.
 2. The CSU performs a separate technical review of mechanical and/or electrical systems proposed. For conformance to good practices.
- F. Health Department Review - Prior to the 95% Construction Document review of behalf and at the direction of OFS.
1. Health Department plan review is a separate review that may be occurring concurrently with the FPSPR and prior to the Fire and Panic Safety Plan Check Review for 95% Construction Documents. The reviews by the Health Department are separate scopes of work.
 2. A pool review shall include structural and mechanical considerations. In particular, review for potential 'H' occupancy issues related to chemical storage and pool-specific access compliance for the pool and route of travel to and into the pool.
- G. Other Reviews - Prior to or concurrent with the 95% Construction Document review of behalf and at the direction of OFS.
- Other miscellaneous reviews may occur. CSU will seek to schedule them AFTER the completion of the Fire and Panic Safety Plan Check Review for 95% Construction Documents.
- H. Construction Field Review.
- Construction field inspection/observation services are not a part of the scope of work.

15. Comment Disposition:

- A. All Plan check comments made are permanent. It is important to record comments.
- B. All comments must be addressed. Removal of comments without documented resolution eliminates the transparency of CSU as the State of California acting in its higher education capacity. Design team responses to the comments shall be reviewed by the plan check reviewer and marked as:
 1. Resolved
 2. Not Resolved
 3. Acknowledged
 4. Pending Additional Information
 5. Building Official Determination Required
 6. Withdrawn; the comment needs to remain for the record.

16. Code Interpretations:

Coordinate with the CSU Office of Fire Safety and Chief Building Official if code interpretation questions arise.

17. Extra Services:

- A. Extra services if deemed necessary will be authorized as a separate Service Order Authorization. Seek concurring approval in advance of 'Extra Service' work.
- B. The following services will be evaluated and depending on the project may be authorized by separate Service Order Authorization as additional work.
 - 1. Exhibit A-1 Preliminary Code Assessment Consulting Review
 - 2. Extensive back check reviews (three or more). A small back-check resolving a few items would not be justifiable as an extra service.
 - 3. Substantial additional review required due to repackaging of documents (overbids).
 - 4. Reviews of post 100% "Ready to Issue" Permit Construction Documents for items not included as part of the construction documents.
 - 5. Deferred submittals not identified as part of the project deferred submittals.
- C. Clarifications are a part of the work.
 - 1. Incidental meetings or brief calls to clarify review comments or confirm acceptable alternative solutions shall be provided as a part of the work.
 - 2. Incidental observations on the completeness and document coordination shall be provided as a part of the work.

18. Reimbursable Expenses:

- A. Shipping charges incurred per this scope are reimbursable at cost. In most cases shipping reimbursement is only anticipated where the University requests return of set(s) that they supplied. As these sets become quickly outdated with the evolution of the design process, we anticipate shipping will be infrequent.
- B. When requested by university, reasonable travel expenses to attend in-person meetings located greater than 50 miles from the Service Provider's office are reimbursable. Travel for meetings within 50 miles is considered incidental and part of the work and is not reimbursable.
- C. Services incidental to the work, i.e., phone calls and office consumables are not reimbursable under this agreement.

19. Work Reporting:

Provide an annual, Excel-based, plan review activity report summary of reviews undertaken during the contract period (July 1, 2023, to June 30, 2025, and subsequent options for any and all (3) three 2-year term renewal extensions). Provide reporting within 30 days after the contract period (July 31, 2024). Reports from Exhibits A and A-1 are not to be combined with Exhibit A-2 reports and must be separate. Report shall include:

- A. University name
- B. Project name
- C. Current review status (Active/Complete)
- D. Date of 'Recommendation of Approval' letter
- E. Other data as required and/or requested by the CSU OFS and/or CPDC.

Compile report information and email to CPDC attention: The current Director of Fire Safety and Jack Andersen at jandersen@calstate.edu.

20. Personnel Reporting:

Provide an annual, Excel-based, summary of the Service Provider's Organizational Chart identifying key personnel, main point of contact(s), support staff, and subcontracted staff of the firms during the contract period (July 1, 2023, to June 30, 2025, and subsequent options for any and all (3) three 2-year term renewal extensions). Provide reporting within 30 days after the contract period (July 31, 2024). Exhibit A and Exhibit A-1 may be combined; Exhibit A-2 must be separate. Report shall include:

- A. University name
- B. Project name
- C. Current review status (Active/Completed)

Compile report information and email to CPDC attention: The current Director of Fire Safety and Jack Andersen at jandersen@calstate.edu.

21. Plan Check Review Fees:

A. Small Project Reviews: Projects less than and up to Minor Cap Limit (currently \$929,000):

- 1. For projects that can be reviewed with a single day's effort exclusive of administrative support shall be reviewed under a 'Day-Tripper' flat rate fee of \$2,350 (Two thousand, three hundred fifty dollars). This is intended for minor capital or single-item type projects i.e., roof replacement, mechanical system replacements etc. Single-item projects may exceed the Minor Capital threshold and still fall under this category. *Use inclusive judgment here.*
- 2. For projects that require complex review, but are under the Minor Cap Limit, a fee of \$3,100 (three thousand, one hundred dollars) shall be applied.

B. Standard Fee Schedule: Projects greater than Minor Capital Limit for projects over \$929,000, and all Fire and Panic Safety Peer Previews (FPSPR) list in section 13B above prior to the 95% Construction Document by OFS.

- 1. Fees for this work shall be provided either on an hourly basis with a Not to Exceed limit or a negotiated lump-sum fee. The Service Order Authorization for each project will identify the fee basis and amount.
- 2. The hourly rate sheet of this Service Provider is attached as an exhibit to this agreement.

C. Standard Fee Complexity Premium: A per project fee supplement up to \$7,000 (seven thousand dollars) over the calculated Fire and panic Safety Plan Check Review Fee may be granted at the discretion of the University to complex projects if one or more of the following complications are present:

- Smoke control system
- High rise designation
- Single room occupancy greater than 500 persons
- Eight or more fume hoods
- An indoor pool
- H occupancy not incidental to pool operation/storage
- Other complexities

The Complexity Premium does not apply for Day-Tripper type reviews or incidental occurrences, i.e., tenant improvements in a high-rise structure.

22. Invoices and Payment:

- A. Notification: Coordinate with individual Universities authorizing work for invoicing and payment.
- B. Payment for services and reimbursable will be made in arrears for work completed to the satisfaction of the Trustees' representative upon presentation of a written statement not exceeding amounts previously authorized.
- C. Payment will be authorized at the following milestone points:
 - 90% of the Service Order Authorization amount upon issuance of Recommendation of Approval letter.
 - 10% of the Service Order Authorization amount upon the resolution of all listed deferred submittals.As a university workflow consideration, the University may administratively authorize 100% payment in advance at its discretion.

23. Contract Management:

The Office of the Chancellor manages the system-wide administration of this Agreement. Direct questions of contract administration and/or code interpretations to:

Travis Tyler, Director of Fire Safety
Capital Planning Design and Construction
California State University, Office of the Chancellor
6000 J Street, MS 6113
Sacramento, CA 95819
Direct : 916-278-4280
ttyler@calstate.edu

Or

Jack Andersen, CSU Chief Building Official
Capital Planning Design and Construction
California State University, Office of the Chancellor
401 Golden Shore 4th Floor
Long Beach, CA 90803
Direct (562) 951-4120
Cell (562) 900-2820
jandersen@Calstate.edu

End of Exhibit A-2

Exhibit B – Hourly Rate Schedule

Discipline	Rate Per Hour ¹
Principal-in-Charge	\$160.00 Per Hour
Project Manager	\$150.00 Per Hour
Senior Engineer	\$150.00 Per Hour
Plan Check Engineer	\$145.00 Per Hour
Senior Plan Examiner	\$145.00 Per Hour
Fire Inspection/Plans Examiner	\$145.00 Per Hour
ICC Certified Plans Examiner	\$135.00 Per Hour
CASp	\$150.00 Per Hour

¹Overtime will be an additional 25% of the rates shown above.

End of Exhibit B

**Exhibit C - Service Order and Authorization to Proceed,
Plan Check and/or Preliminary Code Assessment Review**

[DATE]

[SERVICE PROVIDER]
[ADDRESS]

Dear [SERVICE PROVIDER]:

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

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

[Provide Plan Check Review for the subject project]

[Provide Preliminary Code Assessment Review for the subject project]

[Provide Preliminary Code Assessment Review]

[Provide Preliminary Access Compliance Code Assessment Review]

Per fee schedule,

Hourly with a Not to Exceed limit of: _____,

Fixed fee amount of: _____.

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 University Name]
[University Department]
[Executive Dean or designated University project manager]
[University Address]
[University 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]

**Exhibit C-1 - Service Order and Authorization to Proceed,
Fire & Panic Safety Plan Check
(For use by the CSU Office of Fire Safety Only)**

[DATE]

[SERVICE PROVIDER]
[ADDRESS]

Dear [SERVICE PROVIDER]:

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

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

[Provide Fire & Panic Safety Plan Check Review for the subject project]

- [Fire & Panic Safety Code Plan Check Review used at 95% Construction Document Level]
- [Fire and Panic Safety Peer Preview used at Schematic, Preliminary and 90% Construction Document Levels]

- Per fee schedule,
- Hourly with a Not to Exceed limit of: _____,
- Fixed fee amount of: _____.

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 University Name]
[University Department]
[Executive Dean or designated University project manager]
[University Address]
[University 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]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2023

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).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Jennifer Aguirre PHONE (A/C. No. Ext): (510) 465-3090 E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com	FAX (A/C. No.):
	INSURER(S) AFFORDING COVERAGE	
License#: 6003745 WESTCOAST5	INSURER A: XL Specialty Insurance Company INSURER B: Sentinel Insurance Company INSURER C: Trumbull Insurance Company INSURER D: HARTFORD INSURANCE COMPANY INSURER E: INSURER F:	NAIC # 37885 11000 27120 38288

COVERAGES

CERTIFICATE NUMBER: 124435249

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBWBO3190	4/28/2023	4/28/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	57UEGBC6531	4/28/2023	4/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	57SBWBO3190	4/28/2023	4/28/2024	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
D	<input checked="" type="checkbox"/> 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 Y	N/A	57WEGAR9X7K	4/28/2023	4/28/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability Claims Made		Y	DPR5011463	4/28/2023	4/28/2024	\$2,000,000 \$4,000,000 per Claim Annual Aggregate

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

All Operations of the Named Insured -- The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are named as an additional insured as respects general & auto liability for claims arising from the operations of the named insured as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

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

California State University Procurement Srvs & Contractors 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 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section

F. Optional Additional Insured Coverages.**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance.**

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions.**

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

57SBWB03190

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

57SBWBO3190

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

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 a claim is made or "suit" is brought.

57SBWBO3190

6. Representations**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

57SBWBO3190

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

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

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 57WEGAR9X7K

Endorsement Number:

Effective Date: 04/28/2023

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: West Coast Code Consultants, Inc.
San Ramon, CA 94583
(925) 275-1700

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.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION
FROM WHOM WE YOU ARE REQUIRED
BY WRITTEN CONTRACT OR
AGREEMENT TO OBTAIN THIS
WAIVER OF RIGHTS FROM US.

A handwritten signature in black ink that reads "Jennifer Aguirre". The signature is written in a cursive style.

Countersigned by _____

Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 57WEGAR9X7K

Endorsement Number:

Effective Date: 04/28/2023

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: West Coast Code Consultants, Inc.
San Ramon, CA 94583
(925) 275-1700

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____

Authorized Representative