

**Service Agreement** (06/30/19)

This AGREEMENT is made and entered into this 1st day of July, 2019 pursuant to the Public Contract Code 10700 *et seq.*, by and between the Trustees of The California State University on behalf of

University California State University, Office of the Chancellor	Agreement No: 160166	Amendment No: 1	Project No: Systemwide	Project Name: Real Estate Services
hereafter referred to as Trustees, and Service Provider, The Scion Group LLC	CSU Vendor ID No. 9865		Federal ID No: 36-4340893	License No: N/A
Address of Service Provider 19800 MacArthur Blvd., Suite 300, Irvine, CA 92612			Telephone No: (949) 527-6200	Fax No: N/A

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

Agreement No. 160166, dated July 1, 2016 is hereby amended as follows:

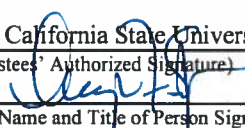
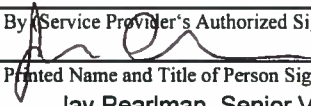

1. This amendment exercises the option to extend the term for an additional two (2) years. The term of this agreement shall be from July 1, 2019 through June 30, 2021 with no options remaining.

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

The total amount to be expended under this Agreement shall be determined by the overall usage by each participating campus and administrative office of the CSU. Payment shall be made in accordance with Rider D. The Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the University Project Administrator or Trustees' Representative.

Service Provider shall report to the Contract Administrator, Francis Freire, Director of Real Estate Development for Capital Planning, Design and Construction in the Office of the Chancellor, 401 Golden Shore, Long Beach, CA 90802 (562) 951-4204.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon date first above written.

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY						SERVICE PROVIDER					
Campus California State University, Office of the Chancellor						Full Legal Name of Service Provider The Scion Group LLC					
By (Trustees' Authorized Signature) 						By (Service Provider's Authorized Signature) 					
Printed Name and Title of Person Signing for Trustees Elvyra F. San Juan, Assistant Vice Chancellor						Printed Name and Title of Person Signing for Service Provider Jay Pearlman, Senior Vice President					
Capital Planning, Design and Construction 401 Golden Shore, Long Beach, CA 90802						Check appropriate box below that best describes Service Provider: <input type="radio"/> Sole Proprietorship <input type="radio"/> Partnership <input type="radio"/> Corporation <input checked="" type="radio"/> Limited Liability Co. <input type="radio"/> Other (specify) _____					
<b>SCO Account Data:</b>	Fund 0948	Sub Fund 000	Agency 6620	Yr	Ref/Item	Category	Program Element	Component	Chapter	Fiscal Yr	Legal Reference
Fund Name TF – Capital Project Management	PS Account 613001	PS Fund 485C1	PS Dept ID 1089	PS Program	PS Class	PS Project/Grant					
Amount Encumbered \$0	I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.										
Amount of Increase \$0	Accounting Officer signs "Service Order Authorization" _____ Date _____										
Amount of Decrease \$0	I hereby certify that I have examined the written Agreement and find the same to be in accordance with the requirements of the California State University Contract Law, CHRISTOPHER FOWLER, General Counsel.										
Total Amount Encumbered \$0	By Attorney: 										Date 6/13/19

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form or by other 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.

**SERVICE AGREEMENT** 01/2015

This AGREEMENT is made and entered into this 1 day of July, 2017 pursuant to the Public Contract Code 10700 et seq., by and between the Trustees of The California State University on behalf of

University The California State University, Office of the Chancellor hereafter referred to as Trustees, and Service Provider,	Agreement No: 160166	Amendment No: N/A	Project No: Systemwide	Project Name: Real Estate Services
The Scion Group LLC	CSU Vendor ID No. 9865	Federal ID No. 36-4340893	License No: N/A	
Address of Service Provider 444 N. Michigan Ave., Suite 2600 Chicago, Illinois 60611			Telephone No: (949) 527-6200	Fax No: N/A

WITNESSETH: That the Service Provider in consideration of the covenants, conditions and agreements of the Trustees herein contained, does hereby agree to furnish all labor, materials, and equipment and to perform all work necessary to complete, in a skillful manner, the following: **Real Estate Financial Advisory Services** for the California State University (CSU) development projects. This Agreement is a Master Enabling Agreement (MEA) under which each campus and administrative office of the CSU may engage the services of the Service Provider as provided herein. CSU Auxiliary Organizations may also utilize this MEA for services under the terms set forth in this Service Agreement. Campuses or CSU Auxiliary Organizations shall execute a Service Order & Authorization to Proceed to secure services under this Agreement. The Service Provider shall provide the required services necessary in accordance with the following Riders, which by this reference are incorporated herein and made part of this Agreement.

- Rider A – Agreement General Provisions, consisting of four (4) pages;
- Rider B – Agreement Specific Provisions, consisting of one (1) page;
- Rider C – Organizational Chart, consisting of one (1) page;
- Rider D – Billing Rates, consisting of one (1) page;
- Rider E – Sample Service Order, consisting of one (1) page; and
- Rider F – Sample Work Scope, consisting of one (1) page.

The term shall begin upon receipt of a fully executed Agreement and written authorization to proceed from the Trustees. The term shall end upon the acceptance of completion by the Trustees. The term of this Agreement shall be from July 1, 2017 to June 30, 2019, with the option by CSU of extending the Agreement with the same terms and conditions for an additional two-year period.

The Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the Trustees' Representative, CSU Auxiliary Representative or University Project Administrator. The total amount to be expended under this Agreement shall be determined by the overall usage by each participating campus and administrative office of the California State University. Payment shall be made in accordance with the Riders herein. The Service Provider shall report notice of hiring for a project with a brief description of the project to the Contract Administrator Francis X. Freire, Director of Real Estate Development, Capital Planning, Design and Construction (CPDC) in the California State University, Office of the Chancellor, Long Beach, CA 90802, [ffreire@calstate.edu](mailto:ffreire@calstate.edu).

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other 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.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon date first above written.

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY					SERVICE PROVIDER							
Campus The California State University, Office of the Chancellor					Full Legal Name of Service Provider The Scion Group LLC							
By (Trustees' Authorized Signature) <i>[Signature]</i>					By (Service Provider's Authorized Signature) <i>[Signature]</i>							
Printed Name and Title of Person Signing for Trustees Elvyra F. San Juan, Assistant Vice Chancellor					Printed Name and Title of Person Signing for Service Provider <b>ERIC D. LUSKIN, SENIOR VICE PRESIDENT.</b>							
Capital Planning, Design and Construction 401 Golden Shore Long Beach, CA 90802-4210					Check appropriate box below that best describes Service Provider: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Co. <input type="checkbox"/> Other (specify)							
<b>SCO Account Data:</b>		Fund 0948	Sub Fund 000	Agency 6620	Yr	Ref/Item	Category	Program Element	Component	Chapter	Fiscal Yr 2016-17	Legal Reference
Fund Name TF – Capital Project Management					PS Account 613001	PS Fund 54209	PS Dept ID 1089	PS Program	PS Class	PS Project/Grant		
Amount Encumbered \$0	I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.											
Amount of Increase \$0	Signature of Accounting Officer										Date	
Amount of Decrease \$0	I hereby certify that I have examined the written Agreement and find the same to be in accordance with the requirements of the California State University Contract Law. FRAMROZE M. VIRJEE, General Counsel.											
Total Amount Encumbered \$0	By Attorney: <i>[Signature]</i>										9/14/17 Date	

### Rider A - Agreement General Provisions

1. Trustees (or CSU Auxiliary) agree to pay for the services and materials to be furnished by Service Provider as provided by this Agreement. Payment in arrears shall be made upon Service Provider's completion of the services required by this Agreement to the satisfaction of the Trustees (or CSU Auxiliary) and upon Service Provider's submission of billings as shall be prescribed by the Trustees (or CSU Auxiliary).
2. Service Provider, in the performance of this Agreement, is an independent contractor and is not an employee, agent, or officer of the Trustees (or CSU Auxiliary).
3. Trustees may cancel this Agreement should Service Provider fail to perform as herein provided. In the event of such cancellation, Trustees shall be relieved of the obligation to make any payment to Service Provider and Trustees (or CSU Auxiliary) may proceed with the work in any manner the Trustees (or CSU Auxiliary) deem proper.
4. Trustees may terminate this Agreement either upon giving fifteen (15) days written notice or upon the immediate notice with payment of \$25.00 to Service Provider. Payment shall be complete by mailing payment to Service Provider at the address appearing on the face of this Agreement. In the event of such termination, Service Provider shall be paid only for the work satisfactorily completed.
5. Service Provider shall not assign benefits or delegate duties under this Agreement in whole or in part without the prior written approval of the Trustees. Thus, Service Provider may not assign any moneys due or to become due hereunder without the written consent of Trustees.
6. The provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the parties hereto.
7. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. Oral understandings or other agreements not incorporated herein shall not be binding.
8. Trustees (or CSU Auxiliary) 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 (or CSU Auxiliary) shall pay Service Provider an amount for such services as provided in this Agreement, or if not so provided, Trustees (or CSU Auxiliary) shall pay Service Provider a reasonable amount, which shall be agreed upon by the parties.
9. Any notice, which may be proper or necessary for either of the parties hereto to serve on the other, in case of Trustees (or CSU Auxiliary), may be served effectually upon Trustees (or CSU Auxiliary) by delivering it in writing, addressed to the Trustees of the California State University, attention of the official executing this Agreement for Trustees, at CSU Office of the Chancellor, 401 Golden Shore, Long Beach, CA 90802, or by depositing it in a United States mail deposit box with first class postage thereon fully prepaid and addressed to Trustees at the above-mentioned address. If a CSU Auxiliary Organization utilizes this MEA, it will also be served to them directly. In the case of Service Provider, notice may be served effectually upon Service Provider by delivering it in writing to Service Provider at the address appearing on the first page of this Agreement or depositing it in a United States mail deposit box with first class postage thereon fully prepaid, and addressed to Service Provider at the Service Provider's above-mentioned address. Any notice may also be served effectually by delivering or mailing it, as in this section provided, addressed to Trustees (or CSU Auxiliary) or Service Provider at any other place or places which Trustees (or CSU Auxiliary) or Service Provider, by written notice served upon the other, may designate, provided, however, that nothing herein shall preclude the giving of notice by personal service.
10. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, physical handicap, medical condition, or marital status. The Service Provider will take action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, national origin, physical handicap, medical condition, or marital status as prohibited by the California Fair Employment and Housing Act (Government Code Section 12900 *et seq.*).
11. Service Provider shall not utilize any information, not a matter of public record, which is received by reason of this Agreement, for pecuniary gain not contemplated by the terms of this Agreement, regardless of whether Service Provider is or is not under contract at the time such gain is realized (Education Code Section 89006).
12. The following provisions relate to Conflict of Interest:
  - (A) Service Provider shall act in the best interest of Trustees (or CSU Auxiliary) at all times during the performance of this Agreement. Service Provider shall not engage in any business dealings that may be in actual or potential conflict with the performance of this Agreement without the prior written approval of Trustees (or CSU Auxiliary).

- (B) Should any actual or potential conflicts of interest arise that could impact Service Provider's ability to act in the best interest of Trustees (or CSU Auxiliary), Service Provider agrees to immediately disclose the actual or potential conflict of interest to Trustees (or CSU Auxiliary) for evaluation.
- (C) Service Provider agrees that it will not submit a bid for the provision of services, the procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this consulting Agreement except as authorized by law. (Public Contract Code Section 10830).
13. The report, survey, or other product developed by Service Provider pursuant to this Agreement is the property of Trustees (or CSU Auxiliary), and shall not be used in any manner by Service Provider unless authorized by Trustees (or CSU Auxiliary).
14. In executing this service agreement, Service Provider swears, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against Service Provider within the immediately preceding two-year (2) period because of Service Provider's failure to comply with an order of a federal court which orders Service Provider to comply with an order of the National Labor Relations Board. Trustees (or CSU Auxiliary) may rescind this contract if Service Provider falsely swears to this statement (Public Contract Code Section 10296).
15. If the Agreement exceeds \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor of the State of California for a period of three (3) years after final payment under the Agreement. This examination and audit shall be confined to those matters connected with the performance of this contract, including, but not limited to, the cost of administering this Agreement (Government Code Section 8546.7).
16. 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.
17. Responsive to direction from the State Legislature (Public Contract Code Section 10115 *et seq.*), the Trustees (or CSU Auxiliary) are seeking to increase the statewide participation of disabled veteran business enterprises in contract awards. To this end, Service Provider shall inform the Trustees (or CSU Auxiliary) of any contractual arrangements with consultants or suppliers that are certified disabled veteran business enterprises.
18. 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.
19. 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.*).
20. The Service Provider shall not commence work until it has obtained all the insurance required in this Article, and such insurance has been approved by the Trustees (or CSU Auxiliary).
- A. Service Provider shall obtain and maintain the following policies and coverage. The insurance furnished by the Service Provider under this Article shall provide coverage in amounts not less than the following, unless a different amount is stated on the Cover Page of this Agreement:
    - (1) Comprehensive or Commercial Form General Liability Insurance: on an occurrence basis, covering work done or to be done by or on behalf of the Service Provider and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work. Limits of Liability:
 

\$2,000,000.00	General Aggregate
\$1,000,000.00	Each Occurrence—combined single limit for bodily injury and property damage.

- (2) Business Automobile Liability Insurance: on an occurrence basis, covering owned, scheduled, hired, and non owned automobiles used by or on behalf of the Service Provider and providing insurance for bodily injury, property damage, and contractual liability. Limits of Liability:  
\$1,000,000.00 Each Accident—combined single limit for bodily injury and property damage.
  - (3) Workers' Compensation: including Employers Liability limits of \$1,000,000.00 and other limits as required under California law.
  - (4) Errors and Omissions Insurance: on an occurrence basis is preferred, covering work done or to be done by or on behalf of the Service Provider and providing insurance for errors and omissions in the amount of \$1,000,000.00 each occurrence. At a minimum, Service Provider shall obtain and maintain errors and omissions insurance on a claims-made basis for no less than \$1,000,000.00 each claim and \$2,000,000.00 annual aggregate, and certification of coverage shall be submitted to the Trustees (or CSU Auxiliary) upon signing of this Agreement. If the total contract amount exceeds \$1,000,000, Service Provider shall renew and keep such insurance in effect for at least five (5) years after the recordation of the notice of completion.
- B. Service Provider shall submit to the Trustees (or CSU Auxiliary) certificates of insurance and original endorsements to the policies of insurance required by the agreement as evidence of the insurance coverage. The scope of coverage and deductible shall be shown on the certificate of insurance. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the Trustees (or CSU Auxiliary), as specified in Section 19-C (3). Renewal certifications and endorsements shall be timely filed by the Service Provider for all coverage until the work is accepted as complete. The Trustees (or CSU Auxiliary) reserve the right to require the Service Provider to furnish the Trustees (or CSU Auxiliary) complete, certified copies of all required insurance policies. The Service Provider shall notify the Trustees (or CSU Auxiliary) in writing of any material change in insurance coverage.
- C. The insurance policies shall contain, or be endorsed to contain, the following provisions:
- (1) For the general and automobile liability policies, the State of California, the Trustees of the California State University, the University, (or CSU Auxiliary), their officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.
  - (2) For any claims related to the work, the Service Provider's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, (or CSU Auxiliary), the University, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, (or CSU Auxiliary), the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Service Provider's insurance and shall not contribute with it.
  - (3) Each insurance policy required by this Article shall state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Trustees (or CSU Auxiliary).
  - (4) The State of California, the Trustees of the California State University, (or CSU Auxiliary), the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.
- D. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A:VII or equivalent carrier otherwise acceptable to the Trustees (or CSU Auxiliary)
- E. Miscellaneous:
- (1) Any deductible under any policy of insurance required in this Article shall be Service Provider's liability.
  - (2) Acceptance of certificates of insurance by the Trustees (or CSU Auxiliary) shall not limit the Service Provider's liability under the agreement.
  - (3) In the event the Service Provider does not comply with these insurance requirements, the Trustees (or CSU Auxiliary) may, at its option, provide insurance coverage to protect the Trustees (or CSU Auxiliary). The Service Provider shall pay the cost of the insurance and, if prompt payment is not received by the insurance carrier from the Service Provider, the Trustees (or CSU Auxiliary) may pay for the insurance from agreement sums otherwise due the Service Provider.
  - (4) If the Trustees (or CSU Auxiliary) are damaged by the failure of Service Provider to provide or maintain the required insurance, the Service Provider shall pay the Trustees (or CSU Auxiliary) for all such damages.
  - (5) The Service Provider's obligations to obtain and maintain all required insurance are non-delegable duties under this agreement.
21. The Service Provider agrees to hold harmless, defend, and indemnify the State of California, the Trustees (or CSU Auxiliary) of the California State University, the University, and the officers, employees representatives, and agents of each of them from any and all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Service Provider, its officers, agents, and employees, in the performance of this Agreement. This provision shall survive the expiration or termination of this Agreement.

22. In accordance with Labor Code Section 1720 *et seq.*, Service Provider must pay employees at least the prevailing rate wages for public works performed on the Project, including preconstruction inspection and surveying. If and to the extent the Project will involve public works, Service Provider must register with the Department of Industrial Relations (DIR) to bid and/or perform work on the Project, and Service Provider must submit certified payroll records to DIR at least monthly for such work. The Project is subject to DIR monitoring and enforcement.
23. Any changes to the Organizational Chart (Rider C) or to the Billing Rates (Rider D) shall be approved by the CSU Office of the Chancellor in advance of the commencement of work.

**End of Rider A**



## Rider B – Agreement Specific Provisions

1.0. **Capability of Staff:** The Service Provider shall maintain a staff of competent professionals capable of providing advisory services.

2.0. **Authorization of Work:**

Individual campuses may participate in this Agreement. Only the University or Auxiliary Project Administrator (CSU Office of the Chancellor staff, campus staff, or CSU Auxiliary staff) may authorize a specific scope of work under this Agreement.

The University or Auxiliary Project Administrator shall issue a Service Order Authorization to authorize work to the Service Provider under this Agreement. All work, extra services, and reimbursable expenses require pre-authorization. Hourly rates of the Service Provider are required and shall be attached. Any proposed adjustment to hourly rates requires pre-approval by the Trustees.

The Agreement identifies the time period that the Service Order Authorizations may be issued under this Agreement. Once authorized, work shall be completed under this Agreement irrespective of the Agreement term unless otherwise terminated in writing by the Trustees.

3.0. **Extra Services:**

Extra services will require pre-authorization in writing by the Trustees (or CSU Auxiliary) and are authorized as a separate Service Order Authorization.

4.0. **Reimbursable Expenses:**

The following are not reimbursable: Shipping charges, incidental office supplies, letter postage, telephone calls, faxes and similar attendant expenses occurring in the course of providing services under this Agreement.

Unless otherwise stated in the Service Order, in addition to the fees for services, the Trustees (or CSU Auxiliary) will reimburse certain project-related expenditures.

Claims for reimbursable expenses shall reflect actual expenditures without a markup made by Service Provider, employees, or consultants working on the project and be documented by appropriate billing and supporting receipts. Unless otherwise stated within an individual Service Order, reimbursable expenses may be paid as follows:

a.) *Travel and Mileage:*

Trips from Service Provider's office to the project site or to the Chancellor's Office are not reimbursable. However, when pre-authorized by the Trustees, other travel expenses in connection with the services may be reimbursable. The amounts of reimbursement shall be limited to the amounts pre-authorized by the Trustees' representative.

b.) *Reprographics as Deliverables:*

Reproductive instruments presented as a deliverable to the Trustees (or CSU Auxiliary) is reimbursable.

c.) *Reprographics for Development of Deliverables:*

Reproduction for internal use by Service Provider and Service Provider's consultants is not reimbursable.

d.) *Package Delivery/Courier Services:*

Express package deliveries (USPS, FedEx, UPS or similar carriers) and judicious use of courier services for design deliverable to campus are reimbursable.

5.0. **Work Reporting:**

The Service Provider shall submit an annual report on August 1 of each year for work done during the previous fiscal year under this Agreement. The report shall include an Excel readable spreadsheet with the following headings: Campus; project name; type of assignment; current status, and service order value. In addition, the Service Provider will notify the Trustees (or CSU Auxiliary) Representative when commencing work on campus projects.

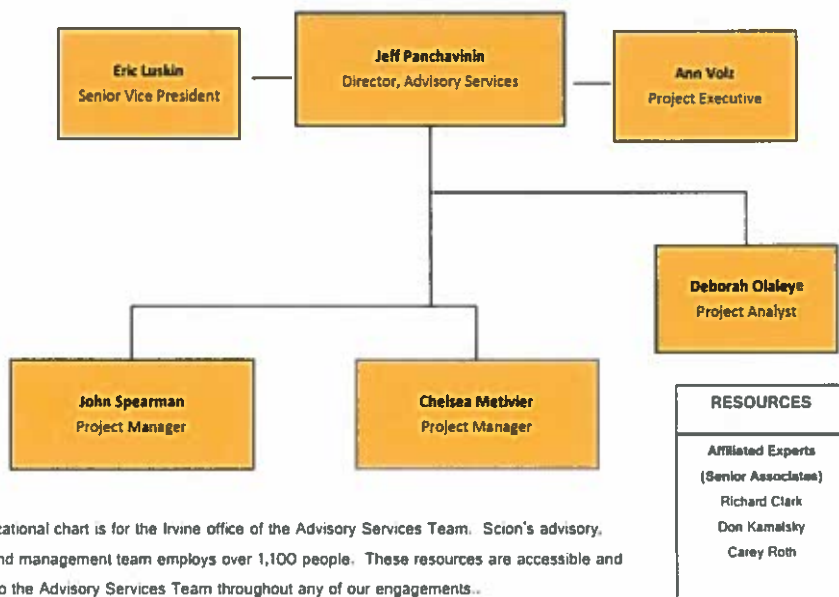
The report and copies of deliverables (if requested) shall be sent to the Contract Administrator Francis X. Freire, Director of Real Estate Development, Capital Planning, Design and Construction The California State University, Office of the Chancellor, 401 Golden Shore, 2nd Floor, Long Beach, California 90802, [ffreire@calstate.edu](mailto:ffreire@calstate.edu).

**End of Rider B**



Advisory Services Organizational Chart, Irvine Office

July 2017



This organizational chart is for the Irvine office of the Advisory Services Team. Scion's advisory, acquisition and management team employs over 1,100 people. These resources are accessible and supportive to the Advisory Services Team throughout any of our engagements.



Rider D – Billing Rates



Hourly Fee Schedule

Listed below are Scion’s hourly rates. Often time these engagements are performed through a workplan with a fixed fee

2017 Scion Advisory Services Hourly Rates	
TEAM MEMBER	2017 USD Hourly Rate*
Principals, Emeritus Vice Presidents, Senior Vice Presidents	\$350
Vice Presidents	\$295
Directors, Project Executives	\$235
Senior Project Managers, Senior Associates	\$205
Project Managers, Associates, Coordinators	\$185
Project, Financial and Research Analysts	\$150
Administrative Support	\$70

\* less 10% for non-profit clients

**Rider E – Sample Service Order**

**THE CALIFORNIA STATE UNIVERSITY**

**Real Estate Financial Advisory Services Master Enabling Agreement  
Service Order & Authorization to Proceed**

[Date]

To:

Subject: [Campus]  
[Project Number] - [Project Name]  
Provider Service Order & Authorization to Proceed Number: [insert]

In accordance with the provisions of the California State University (CSU) Systemwide Master Enabling Agreement Number \_\_\_\_\_, you are hereby authorized to provide Real Estate Financial Advisory services for the [Campus project number, project name].

The Service Provider shall not perform services in excess of this Service Order without prior written Authorization to Proceed from the CSU. The Service Provider will comply with Rider A/Section 12 (Conflict of Interest) provisions and will not share confidential information without the prior written approval of Trustees (or CSU Auxiliary).

Service Provider shall report to:

[CSU Campus Name]  
[Campus Department]  
[Executive Facility Officer or designated campus Project Manager]  
[Campus Address]  
[Campus Project Manager's Phone Number]

The total amount to be expended under this Service Order shall not exceed [written and numerical dollar value] inclusive of reimbursables, regardless of Service Provider's cost in performing these services.

Submit a single signed invoice per project with Agreement Number and Service Order & Authorization to Proceed Number in order to identify services. Direct invoices to the project manager named above.

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

Approved:

Fund Certified:

\_\_\_\_\_  
University Project Administrator  
Campus Department and Address

\_\_\_\_\_  
Campus Accounting/Purchasing Agent

Attachment: Scope of Work, Schedule, and Fee

c: Francis X. Freire, Director of Real Estate Development, CSU Office of the Chancellor  
File

## Rider F – Sample Work Scope

Services that may be provided [*depending on assignment*] include, but are not limited to:

- a. Identification of California State University (CSU)s financial requirements and timing for capital facilities.
- b. Financial feasibility analysis.
- c. Land and project valuations, including valuation assumptions and methodology.
- d. Residual land value analysis.
- e. Ground lease structuring.
- f. Initial evaluation of sale, lease and development potential of properties.
- g. Preparation of market and financial analyses.
- h. Pro forma analysis and underwriting for real estate development including cash flow projection and analysis, including preparation of discounted cash flow analysis.
- i. Public/private deal structuring, including financial structure, alternative financing options, and assessment of equity participation.
- j. Evaluation of outside funding sources.
- k. Analysis for public/private partnerships, potentially to include developments on ground leased CSU property, lease-leaseback transactions, and alternative ownership positions.
- l. Prepare Request for Qualifications (RFQ) and Request for Proposals (RFP) for sale, lease and development projects.
- m. Development of evaluation criteria.
- n. Evaluation of developer or owner's representative qualifications.
- o. Evaluation of developer or owner's representative financial strength and ability to fund project.
- p. Review and analysis of developers' proposed financials (pro formas), to include cost estimates, revenue estimates, financing costs, and profit participation.
- q. Advise and assistance in evaluating and implementing development proposals, including performing financial analyses of proposed projects and developer proposals.
- r. Evaluation of construction budgets, operating budgets, pro forma, and project financing strategies.
- s. Evaluation of developer's projections of market demand.
- t. For lease options, estimation of annual cash flows, present values and preliminary bonding capacity
- u. Preparation of a comparison matrix of sales, lease or development proposals.
- v. Comparison of lease or sale revenues to capital requirements.
- w. Assist in ongoing negotiations with the selected developer or owner's representative.
- x. Assist with due diligence.

Deliverables [*depending on assignment*] may include:

- a. Preparation of the demand study.
- b. Comparison of privately arranged funding vs. self-funding using Systemwide Revenue Bonds (SRB's) or in other words, a P3 vs. non-P3 comparative analysis
- c. Pro forma analysis including development costs, cash flow projection and analysis, and residual land value.
- d. Analysis of ground lease length based on type of project and expected rent.
- e. Evaluation of qualifications received for RFQ's and recommendations with special attention to financial strength of the developer.
- f. Comparison and evaluation of financial structure and terms of proposals received for RFP's and recommendations.

End of Rider F



SCIOGRO-01

ROAN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # PC-899920 (248) 433-1466  
Oswald Companies - Detroit, MI  
39572 Woodward Ave., Suite 201  
Bloomfield Hills, MI 48304

CONTACT NAME:		
PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS: aroshak@oswaldcompanies.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Philadelphia Indemnity Insurance Company		18058
INSURER B : Amerisure Insurance Company		19488
INSURER C : Gemini Insurance Company		10833
INSURER D :		
INSURER E :		
INSURER F :		

INSURED The Scion Group LLC  
444 N. Michigan Avenue  
Suite 2600  
Chicago, IL 60611

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	PHPK1539422	8/22/2016	8/22/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	N	PHPK1539422	8/22/2016	8/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N WC21000120002	2/1/2017	2/1/2018	<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
C	Comm'l Errors & Omissions Liab	N	N	VIPL051909	12/11/2016	12/11/2017	\$2,000,000 \$20,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers and agents are listed as additional insured on the general liability and auto.  
30 day notice of cancellation except 10 days for non-payment of premium for General Liability and Auto

<b>CERTIFICATE HOLDER</b>  California State University 401 Golden Shore 2nd Floor Long Beach, CA 90802-	<b>CANCELLATION</b>  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 