

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

For use on any CSU project.

This AGREEMENT is made and entered into this **sixteenth** 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.: 22-676	Is agreement for Design Professional services: Yes (GP-8b)	Project No.: Systemwide MEA
<i>Service Provider, hereafter referred to as Service Provider.</i> TRB and Associates, Inc.	CSU Vendor ID No.: N/A	License Number: C-56425		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.



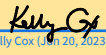

The Service Provider shall provide such services as more fully described in the following Rider and Exhibits, which by this reference are incorporated herein and made part of this Agreement:

- 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, consisting of four (4) pages.
- Exhibit A-2 Scope of Work - Fire & Panic Safety Code Plan Check Review & Fire and Panic Safety Peer Preview, 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 TRB and Associates, Inc.						
By (Trustees’ Authorized Signature)  <small>Paul Gannoe (Jun 20, 2023 09:50 PDT)</small>							By (Authorized Signature)  <small>Todd Bailey (Jun 16, 2023 15:55 PDT)</small>						
Printed Name and Title of Person Signing Paul Gannoe, Chief of Planning and Design							Printed Name and Title of Person Signing Todd Bailey, President tbailey@trbplus.com						
Address of University Project Administrator Capital Planning, Design and Construction 401 Golden Shore, Long Beach, CA 90802							Address of Service Provider 3180 Crow Canyon Place, Suite 216 San Ramon, CA 94583						
SCO Acct Data:	Fund	Sub Fund	Agency	Yr.	Ref/Item	Category	Program	Element	Component	Chapter	Fiscal Yr. 23-24	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 20, 2023 11:52 PDT)</small>									Jun 20, 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 30, 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.

TABLE 11-A. Phased Reviews and Permits		
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)
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- 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

<u>Position</u>	<u>Hourly Rate</u>
Principal / Director	\$170.00
Project Manager	\$155.00
Building Official	\$155.00
Assistant Project Manager	\$135.00
Analyst	\$ 95.00
Supervising Plan Review Engineer / Architect	\$145.00
Senior Plan Review Engineer / Architect	\$135.00
Senior Plans Examiner (Building & Fire)	\$125.00
Plan Review Engineer/Architect	\$115.00
Plans Examiner (Building & Fire)	\$100.00
Intern Plans Examiner	\$ 75.00
Senior Permit Technician II	\$ 85.00
Senior Permit Technician I	\$ 75.00
Permit Technician	\$ 65.00
Clerical/Admin	\$ 58.00
Fire Protection Engineer	\$215.00
CASp Certified Inspector/Examiner	\$135.00
Grading/Storm Water Plan Review Engineer	\$215.00
QSP Storm Water Inspector	\$195.00
Inspector of Record / Task Leader	\$145.00
Supervising Inspector	\$135.00
Senior Inspector III	\$125.00
Senior Inspector II	\$115.00
Senior Inspector I	\$105.00
Inspector II	\$100.00
Inspector I	\$ 90.00

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)

06/09/2023

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 The Liberty Company Insurance Brokers Lic #0D79653 5955 De Soto Ave, Ste 250 Woodland Hills CA 91367		CONTACT NAME: Teresa Hayward PHONE (A/C, No, Ext): (888) 918-3960 E-MAIL ADDRESS: thayward@libertycompany.com FAX (A/C, No):																						
INSURED TRB AND ASSOCIATES 3180 CROW CANYON PL #216 SAN RAMON CA 94583		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Continental Casualty Company</td> <td></td> <td>20443</td> </tr> <tr> <td>INSURER B: Continental Casualty Company</td> <td></td> <td>10346</td> </tr> <tr> <td>INSURER C: Continental Casualty Company</td> <td></td> <td>20443</td> </tr> <tr> <td>INSURER D: Employers Preferred Ins. Co.</td> <td></td> <td>10346</td> </tr> <tr> <td>INSURER E: U. S. Specialty Insurance Co.</td> <td></td> <td>29599</td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Continental Casualty Company		20443	INSURER B: Continental Casualty Company		10346	INSURER C: Continental Casualty Company		20443	INSURER D: Employers Preferred Ins. Co.		10346	INSURER E: U. S. Specialty Insurance Co.		29599	INSURER F:		
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INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: CL22102831925

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	2097186534	11/10/2022	11/10/2023	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
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7013446068	11/18/2022	11/10/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP7036238862	11/10/2022	11/10/2023	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	EIG463819502	11/10/2022	11/10/2023	<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
E	Professional Liab Retro Date 11/10/2006			USS2233325	11/10/2022	11/10/2023	Each Claim	2,000,000
							Aggregate	2,000,000
							Retention	25,000

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

Re: Agreement #22-676, Systemwide-MEA.

The State of California, the Trustees of the California State University, their officers, employees, representatives, volunteers and agents are included as Additional Insureds on General Liability per SB300176D 6-16, (Architects, Engineers and Surveyors Liability Extension with office Pollution Liability Coverage) & SB146968B 6-16, (Blanket Additional Insured Endorsement with Products-Completed Operations coverage & Blanket Waiver of Subrogation) and Auto Liability per AC 85 43 06 18, (California Business Auto Coverage Enhancement Endorsement), subject to policy terms and conditions. General Liability and Auto Liability policies are Primary and non-contributory per SB300176D 6-16, (Architects, Engineers and Surveyors Liability Extension with office Pollution Liability Coverage) & SB146968B 6-16, (Blanket Additional Insured Endorsement with Products-Completed Operations coverage & Blanket

CERTIFICATE HOLDER**CANCELLATION**

California State University Chancellor's Office Capitol Planning, Design & Construction 401 Golden Shore 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 <i>Teresa Hayward</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY The Liberty Company Insurance Brokers		NAMED INSURED TRB AND ASSOCIATES	
POLICY NUMBER _____		EFFECTIVE DATE: _____	
CARRIER _____	NAIC CODE _____		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Waiver of Subrogation), and AC 85 43 06 18, (California Business Auto Coverage Enhancement Endorsement), subject to policy terms and conditions. Waiver of Subrogation applies to General Liability per SB300176D 6-16, (Architects, Engineers and Surveyors Liability Extension with office Pollution Liability Coverage) & SB146968B 6-16, (Blanket Additional Insured Endorsement with Products-Completed Operations coverage & Blanket Waiver of Subrogation), Auto Liability per AC 85 43 06 18, (California Business Auto Coverage Enhancement Endorsement) and Workers Compensation per WC 04 03 06, (Waiver of our right to recover from others Endorsement - California), subject to policy terms and conditions. Umbrella Liability is follow form.

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	PAESL	PAESL		
Limit 1	Limit 2	Limit 3	Deductible Amount 1,000	Deductible Type
			Premium \$168.00	
	Employment Practices Liability Coverage	EPLI		
Limit 1 10,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
	Schedule rate adjustment	SRA		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium -\$4,254.00	
	Add'l for policy minimum premium	APMP		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium \$148.00	
	Increased employer's liability	INEL		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
	LECF	LECF		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium \$57.00	
	Premium discount	PDIS		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium -\$4.00	
	Schedule rate adjustment	SRA		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium \$25.00	
	Expense constant	EXCNT		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium \$160.00	
	UEBTF	UEBTF		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium \$12.00	
	Premium discount	PDIS		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium -\$3.00	

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	OSHEF	OSHEF		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$73.00
	Merit Surcharge	MERIT		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				-\$6.00
	Assessment Fund	ASMNT		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$139.00
	Surcharges	SURC		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$39.00
	Merit Surcharge	MERIT		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				-\$27.00
	Waiver of Subrogation	WVSUB		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$250.00
	YBYI	YBYI		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				-\$869.00
	UEBTF	UEBTF		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$4.00
	Increased employer's liability	INEL		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$2.00
	Premium discount	PDIS		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				-\$172.00
	Second Injury Fund	2NDIN		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$154.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ARCHITECTS, ENGINEERS AND SURVEYORS LIABILITY EXTENSION WITH OFFICE
POLLUTION LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

SCHEDULE OF LIMITS FOR OFFICE PREMISES LIMITED POLLUTION LIABILITY COVERAGE

Each Pollution Incident Limit	\$2,000,000
Pollution Liability Aggregate Limit	\$4,000,000

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

TABLE OF ENDORSEMENT CONTENTS

Item # Topic Name

Changes to Section A. Coverages

- 1. Enhanced Supplementary Payments**

Changes to Section B. Exclusions

- 2. Extended Property Damage Coverage**
- 3. Contractual Liability for Personal and Advertising Injury**
- 4. Owned Workboats and Non-owned Watercraft**
- 5. Legal Liability – Damage to Premises / Alienated Premises**
- 6. Personal and Advertising Injury – Discrimination or Humiliation**
- 7. Property Damage - Elevators**

Changes to Section C. Who Is An Insured

- 8. Extended Coverage For Newly Acquire/Formed Organizations**
- 9. Additional Insureds: State or Political Subdivisions – Permits, State or Political Subdivisions, Controlling Interest, Managers or Lessors of Premises, Mortgagee, Assignee or Receiver, Co-owner of Insured Premises, Lessor of Equipment, Lessor of Land, Trade Show Event Lessor, Engineers, Architects or Surveyors Engaged By You**
- 10. Fellow Employee First Aid**
- 11. Retired Partners, Members, Directors, and Employees**
- 12. Participation in Professional Joint Ventures or in Terminated Joint Ventures, Partnerships or LLCs**
- 13. Blanket Additional Insured with Products-Completed Operations Coverage
Additional Insured – Extended Coverage
Estates, Representatives and Spouses
Blanket Waiver of Subrogation**

Changes to Section D. Liability and Medical Expenses Limits of Insurance

- 14. General Aggregate Limit of Insurance – Per Location**



Changes to Section E. Businessowners Liability Conditions**15. Broad Knowledge / Notice of Occurrence****Changes to Section F. Liability And Medical Expenses Definitions****16. Extended Bodily Injury****17. Contractual Liability – Railroads****Additional Insuring Agreements****18. Office Premises - Limited Pollution Liability Coverage****1. Enhanced Supplementary Payments**

The values shown in paragraph 1.f., **Coverage Extension – Supplementary Payments**, of **Section A. Coverages** are amended as follows:

- A. The amount shown in paragraph (b) for bail bonds is amended from \$1,000 to \$5,000.
- B. The amount shown in paragraph (d) for actual loss of earnings because of time off work is amended from \$250. per day to \$1,000. per day.

2. Extended Property Damage

Exclusion 1.a., **Expected or Intended Injury**, of **Section B. Exclusions Applicable to Business Liability Coverage**, is deleted and replaced with the following:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

3. Contractual Liability for Personal and Advertising Injury

Exclusion 1.p.(5) of **Section B. Exclusions Applicable to Business Liability Coverage**, is deleted.

4. Owned Workboats and Non-owned Watercraft

Under **Exclusions**, the paragraph entitled **Applicable to Business Liability Coverage** is amended to make the following changes to the exclusion entitled **Aircraft, Auto or Watercraft**:

- a. Add the following additional exception to the exclusion:

This exclusion does not apply to:

- Any watercraft owned by you that is less than 30 feet long while being used in the course of your inspection or surveying work.

- b. Delete exception (3) and replace it with the following:

This exclusion does not apply to:

(3) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry persons or property for a charge.

5. Legal Liability – Damage to Premises / Alienated Premises

- A. Under **Exclusions**, the paragraph entitled **Applicable to Business Liability Coverage** is amended to delete the first two exception statements beneath the exclusion entitled **Damage to Property** and replace them with the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises rented to you or temporarily occupied by you with the permission of the owner, nor to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Liability And Medical Expenses Limits of Insurance**.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work."

- B.** Under **Exclusions**, the paragraph entitled **Applicable to Business Liability Coverage** is amended to delete the unnumbered exception statement beneath exclusion **p.**, and replace it with the following:

Exclusions **c.** through **i.** and **k.** through **o.** do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner, nor to damage to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Liability And Medical Expenses Limits of Insurance**.

6. Personal and Advertising Injury – Discrimination or Humiliation

- A.** Under **Liability And Medical Expenses Definitions**, the definition of **Personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

- B.** Under **Exclusions**, the paragraph entitled **Applicable to Business Liability Coverage** is amended to make the following changes to the exclusion entitled **Personal And Advertising Injury** to:

1. Delete its subparagraph **(1)** and replace it with the following:

This insurance does not apply to:

"Personal and advertising injury":

- (1)** Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury." This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) You; or

(b) Any of your "executive officers", directors, stockholders, partners or member or (if you are a limited liability company) your managers.

2. Add the following new exclusions:

This insurance does not apply to:

- **Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

- **Premises Related Discrimination**

Discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this Personal and Advertising Injury – Discrimination or Humiliation provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.



7. Property Damage – Elevators

Under **Exclusions**, the paragraph entitled **Applicable to Business Liability Coverage** is amended to add the following additional exception statement beneath the exclusion entitled **Damage to Property**:

Paragraphs **(3)**, **(4)**, and **(6)** of this exclusion do not apply to "property damage" that results from the use of elevators.

8. Extended Coverage For Newly Acquire/Formed Organizations

Who Is An Insured is amended to delete Paragraph 4.a..

9. Additional Insureds

Section C. Who Is An Insured is amended to include the following additional insureds, subject to the provisions stated below:

A. State or Political Subdivisions – Permits

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage," "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-competed operations hazard."

B. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

1. This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - a. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. The construction, erection, or removal of elevators.
2. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or personal and advertising injury" arising out of operations performed for the state or municipality.

C. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

1. Their financial control of you;
2. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

D. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

E. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

F. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

G. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded, these additional insureds, the following additional exclusions apply:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires; or
2. To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs A. through G. above does not apply to "bodily injury" or "property damage" included within the "products-completed-operations hazard."

H. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such land, provided that the "occurrence" giving rise to such "bodily injury" or "property damage", or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, or on behalf of, such additional insured.

I. Trade Show Event Lessor

1. With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising injury caused by:
 - a. Your acts or omissions; or
 - b. Acts or omissions of those acting on your behalf;

In the performance of your ongoing operations at a trade show event premises during the trade show event.

2. The coverage provided by this provision does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

J. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by you, 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 others acting on your behalf:

- a. In connection with your premises; or
- b. In the performance of your ongoing operations.



But the coverage hereby granted to such additional insureds does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by you or on your behalf, including but not limited to:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

10. Fellow Employee First Aid

Paragraph **2.a.(1)(d)** of Section **C. Who Is An Insured** is deleted and replaced with the following:

However none of these "employees" is an insured for:

- (d)** "Bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services. However this restriction does not apply to first aid administered by an "employee" who is not an employed doctor or nurse.

11. Retired Partners, Members, Directors, and Employees

Paragraph **2.** of **Section C. Who Is An Insured** is amended to include the following as insureds:

Individual persons who are retired partners, members, directors or employees are also insureds, but only for "bodily injury," "property damage," "personal and advertising injury" that results from services performed for you under your direct supervision. All limitations that apply to "employees" and "volunteer workers" also apply to anyone qualifying as an insured under this provision.

12. Participation in Professional Joint Ventures

A. The following paragraph **5.** is added to **Section C. Who Is An Insured**:

5. You are also an insured for your participation in a past or present joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:
 - a. Each and every one of your co-venturers are architectural, engineering or surveying firms;
 - b. The joint venture has no direct employees; and
 - c. The joint venture does not own, rent or lease any real or personal property.

However, you are insured only for the conduct of your business within such a joint venture. You are not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

This insurance is excess over any other insurance available to such a joint venture, whether primary, excess, contingent, or on any other basis.

B. The last paragraph of **Section C. Who Is An Insured** is deleted and replaced by the following:

Except as provided in **5.** above, 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.

13. Blanket Additional Insured with Products-Completed Operations Coverage and Blanket Waiver of Subrogation

A. Who Is An Insured is amended to include as an insured, any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement, but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
 - a. "Bodily injury" or "property damage"; or
 - b. Offense that caused the "personal and advertising injury;"for which the additional insured seeks coverage.

- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured only with respect to such person or organization's liability for:
 - a. "Bodily injury", "property damage" or "personal and advertising injury to the extent caused by:
 - (1) Your acts or omissions; or
 - (2) Acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations specified in the written contract; or
 - b. "Bodily injury" or "property damage" to the extent caused by "your work" specified in the written contract or written agreement and included in the "products-completed operations hazard", but only if:
 - (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as a construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
 4. This insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

- C.** Under **Businessowners Liability Conditions**, the condition entitled **Duties in the Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this policy will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
 - a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
 - b. Agree to make available any other insurance which the additional insured has for a loss we cover under this coverage part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

- D.** With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.**, and replace them with the following:
2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis. But if required by the written contract or written agreement, this



insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.

3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" if no other insurer defends, we will undertake to do so, but we will be entitled to the additional 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:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) 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.

E. Additional Insured – Extended Coverage

When an additional insured is added by this or any other endorsement attached to this Coverage Part, **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

- a. An individual, then his or her spouse is an insured;
- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are additional insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **Estates, Legal Representatives and Spouses** provision of this endorsement for additional coverage and restrictions applicable to spouses of natural person insureds.

F. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

G. Blanket Waiver of Subrogation

The condition entitled **Transfer of Rights of Recovery Against Others To Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraph 2. and replace it with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

14. Amendment- Aggregate Limits of Insurance (Per Project)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A.1.**, and for all medical expenses caused by accidents under Coverage **A.2.**, which can be attributed only to ongoing operations at a single construction project:
1. A separate Construction Project General Aggregate limit applies to each construction project. The Construction Project General Aggregate limit is equal to the amount of the General Aggregate limit shown in the Declarations.
 2. The Construction Project General Aggregate limit is the most we will pay for the sum of all damages payable under Coverage **A.1.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses payable under Coverage **A.2.** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 3. Any payments made under Coverage **A.1.** for damages or under Coverage **A.2.** for medical expenses shall reduce the Construction Project General Aggregate limit for the applicable construction project. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any Construction Project General Aggregate limit applicable to other construction projects.
 4. The limits shown in the Declarations for Liability and Medical Expenses, Damage to Premises Rented to You, and Medical Expenses continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate limit.
- B.** All:
1. Damages because of "personal and advertising injury", regardless of the number of construction projects involved;
 2. Damages under Coverage **A.1.** which cannot be attributed solely to ongoing operations at a single construction project, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 3. Medical expenses under Coverage **A.2.** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project;
- will reduce the General Aggregate Limit shown in the Declarations, and shall not reduce any Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products/Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor any Construction Project General Aggregate limit.
- D.** If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of the Limits Of Insurance section not otherwise modified by this endorsement shall continue to apply as stipulated.

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15. Broad Knowledge / Notice of Occurrence

Under **Businessowners Liability Conditions**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

You must give us or our authorized representative notice of an "occurrence", offense, claim or "suit" only when the "occurrence", offense, claim or "suit" is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an "employee" designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of such "occurrence", offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence", offense, claim or "suit."

16. Extended Bodily Injury

Under Liability And Medical Expenses Definitions, the definition of "Bodily injury," is deleted and replaced with the following:

"Bodily Injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental injury or mental anguish sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

17. Contractual Liability – Railroads

Under Liability And Medical Expenses Definitions, and with respect only to operations performed within 50 feet of railroad property, the definition of "insured contract" is deleted and replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a. Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in paragraph (1) above and supervisory, inspection, architectural or engineering activities.

18. Office Premises Limited Pollution Coverage

This Office Premises Limited Pollution Coverage section of the Architects, Engineers and Surveyors Extension endorsement modifies several portions of the Businessowners Liability Coverage Form. These modifications apply only to the coverage provided by this section of the endorsement.

A. The following paragraph 3. is added to **SECTION A. COVERAGES**:

3. Office Premises Limited Pollution Coverage**a. Insuring Agreement**

(1) We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" which directly results from a covered "pollution incident" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages, even if any allegations of the "suit" are groundless, false or fraudulent. We may at our discretion investigate any "pollution incident" and settle any claim or "suit" that may result. But:

(a) The amount we will pay for damages is limited as described in **SECTION D. Liability And Medical Expenses Limits Of Insurance** as amended by this endorsement; and

(b) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

(c) We have no duty to defend "suits" seeking damages not covered by this endorsement.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under paragraph 1.e. **Coverage Extension – Supplementary Payments** of **SECTION A.** as amended by this section of the endorsement.

(2) We will also reimburse you for "preventive remedial expense" that directly results from a covered "pollution incident" to which this insurance applies.

We will reimburse you up to \$25,000 per annual policy period for all "preventive remedial expense" directly resulting from all covered "pollution incidents," subject to a deductible of \$5,000 per covered "pollution incident." This annual limit is in addition to the per incident deductible, and is in addition to the Pollution Liability Aggregate Limit described in **SECTION D. Liability And Medical Expenses Limits Of Insurance** as amended by this endorsement.

This "preventive remedial expense" coverage does not apply to expenses that are covered by any other insurance available to the insured.

(3) This insurance applies to "bodily injury," "property damage" or "preventive remedial expense" at, on or from "your office premises" only if:

(a) The "bodily injury" directly results from a "pollution incident" that happens entirely above-ground at or from "your office premises"; or

(b) The "property damage" occurs off of "your office premises" and directly results from a "pollution incident" that happens entirely above-ground at or from "your office premises"; or

(c) The "preventive remedial expense" directly results from a "pollution incident" that happens entirely above-ground on "your office premises" and does not result in any covered "bodily injury" or "property damage"; and

(d) The "pollution incident":

(i) is demonstrable as commencing and ending within 72 hours;

(ii) is accidental;

(iii) "commences during the policy period"; and

(iv) happens in the "coverage territory."



- (4) Commences during the "policy period" means that the first emission, discharge, release or escape of the "pollutant" or "pollutants" from which the "bodily injury" or "property damage" arises is demonstrable as having occurred during this policy period.
- (5) All "bodily injury" or "property damage" resulting from one "pollution incident" shall be deemed to have occurred only at the commencement date of the covered "pollution incident."
- (6) The insured's responsibility to pay damages because of "bodily injury" or "property damage" must be determined in a "suit" on the merits in the "coverage territory" or in a settlement we agree to.
- (7) Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services, or death resulting from the "bodily injury."

B. SECTION B. EXCLUSIONS is deleted and replaced by the following:

This insurance does not apply to:

- a. "Bodily injury," "property damage" or "preventive remedial expense" expected or reasonably foreseeable from the standpoint of the insured.
- b. "Bodily injury," "property damage" or "preventive remedial expense" arising out of a "pollution incident" which is a repeat or resumption of a previous "pollution incident" involving the same pollutant from essentially the same source within the previous twelve (12) months, at the same premises.
- c. "Bodily injury" or "property damage" for which the insured 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 insured would have in the absence of the contract or agreement.
- d. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- e. "Bodily injury" to:
 - (1) An employee of the insured arising out of and in the course of:
 - (i) employment by the insured; or
 - (ii) performing duties related to the conduct of the insured's business.
 - (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- f. "Property damage" to
 - (1) A "waste facility" to which waste from the operations of an insured is consigned;
 - (2) Property you own, rent, or occupy now or at any time in the past;
 - (3) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
 - (4) Property loaned to an insured; or
 - (5) Personal property in care, custody or control of an insured.

Paragraph (2) of this exclusion f. does not apply to "preventive remedial expense" at property you own, rent or occupy now.
 - g. "Bodily injury" at or from a "waste facility" to which waste from the operation of an insured is consigned.
 - h. "Bodily injury," "property damage" or "preventive remedial expense" arising out of a "pollution incident" at or from a "waste facility" which is on "your office premises."

- i. "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- j. "Bodily injury" or "property damage" arising out of the ownership or operation of any offshore facility as defined in the Outer Continental Shelf Lands Act Amendment of 1978 or the Clean Water Act of 1977 as amended 1978 or any deepwater port as defined in the Deepwater Port Act of 1974 as amended or as may be amended.
- k. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire at any premises, site or location which is or was at any time owned or occupied by or rented or loaned to any insured.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- l. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto," rolling stock or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion does not apply to "bodily injury" or "property damage" arising out of parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured.

- m. "Bodily injury" or "property damage" arising out of the emission, discharge, release or escape of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water or geothermal well.
- n. "Bodily injury," "property damage" or "preventive remedial expense" arising out of a "pollution incident" which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a willful or deliberate act or omission of:

(1) The insured; or

(2) You or any of your members, partners, executive officers or managers of limited liability companies.

- o. "Bodily injury," "property damage" or "preventive remedial expense" arising out of acid rain.
- p. Any loss, cost or expense arising out of any request, demand or order by a governmental authority that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants" at any site which is included on an EPA or state environmental agency priority clean-up list prior to the "pollution incident."
- q. "Bodily injury," "property damage" or "preventive remedial expense" arising out of a "pollution incident" which results from failure of air or waste water pollution control equipment.
- r. "Bodily injury," "property damage" or "preventive remedial expense" resulting from the "hazardous properties" of "nuclear material."

As used in this exclusion:

"Hazardous properties" includes radioactive, toxic, or explosive properties;

"Nuclear material" means "source material," "special nuclear material," or "by-product material";

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954, or in any law amendatory thereof.

- s. "Bodily injury," "property damage" or "preventive remedial expense" arising out of a "pollution incident" from any insured's premises that was used by that insured for the storage, disposal, processing or treatment of waste materials and was:
 - (1) Sealed off, closed, abandoned or alienated prior to the effective date of this policy; or
 - (2) Sealed off or closed subject to statute, ordinance or governmental regulation or directive requiring maintenance or monitoring during or after sealing off or closure.
- t. "Bodily injury," "property damage" or "preventive remedial expense" arising out of waste derived from medical services, procedures, testing or research, and which could potentially transmit disease.



- u. Any multiple damages, "punitive or exemplary damages" or fines or penalties. However, if a "suit" is brought against the insured with respect to a claim for acts or alleged acts falling within the coverage hereof, seeking both compensatory and "punitive or exemplary" damages, then we will afford a defense to such action, without liability for such "punitive or exemplary damages."

This exclusion does not apply to "suits" brought in the state of Texas.

- v. "Bodily injury," "property damage" or "preventive remedial expense" arising out of:
 - (1) the actual, alleged or threatened exposure at any time to asbestos or any loss, cost, or expense that may be awarded or incurred by reason of a claim or "suit" for such injury or damage; or
 - (2) complying with a governmental direction or request to test for, monitor, clean-up, remove, contain, or dispose of asbestos.

Asbestos means the mineral in any form whether or not the asbestos was at any time:

- (1) Airborne as a fiber, particle, or dust;
 - (2) Contained in or formed a part of a product, structure, or other real or personal property;
 - (3) Carried on clothing;
 - (4) Inhaled or ingested; or
 - (5) Transmitted by any other means.
- w. "Bodily injury" or "property damage" arising out of:
 - (1) The transportation of "mobile equipment" by "auto" owned or operated by or rented or loaned to any insured; or
 - (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.
 - x. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

However, this exclusion does not apply to liability for damages because of "property damage" that is not otherwise excluded by this coverage, **Office Premises Limited Pollution Coverage**, unless the request, demand, order or statutory or regulatory requirement or claim or "suit" is solely by or on behalf of a governmental authority.

- C. Paragraph 2.b.(1) of **Medical Expenses**, of **SECTION A. Coverages** is deleted and replaced by the following:
 - (1) Expenses incurred by the insured for first aid to others at the time of a "pollution incident" for "bodily injury" to which this insurance applies.
- D. **SECTION C. WHO IS AN INSURED** is amended as follows:
 - 1. The following subparagraph **d.** is added to paragraph 4. of **SECTION C. WHO IS AN INSURED**:
 - d.** Coverage 4., **Office Premises Limited Pollution Coverage**, does not apply to "bodily injury" or "property damage" arising out of "pollution incidents" that occurred before you acquired or formed the organization.
 - 2. The following additional paragraph is added at the end of **SECTION C. WHO IS AN INSURED**:

No person or organization identified as an insured on any endorsement now or hereafter attached to this Coverage Part is an insured with respect to **COVERAGE 4., Office Premises Limited Pollution Coverage**, unless that endorsement specifically references **Office Premises Limited Pollution Coverage** by name.

E. SECTION D. Liability And Medical Expenses Limits Of Insurance is deleted and replaced by the following:**LIMITS OF INSURANCE**

1. The Limits of Insurance described in this endorsement's Schedule of Limits for Office Premises Limited Pollution Coverage, 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. The Pollution Liability Aggregate Limit is the most we will pay for all damages because of all "bodily injury" and "property damage" directly resulting from all "pollution incidents" to which **Office Premises Limited Pollution Coverage** applies.
3. Subject to 2. above, the Each Pollution Incident Limit shown in the Schedule is the most we will pay for the sum of all damages because of "bodily injury" and "property damage" directly resulting from any one "pollution incident" to which **Office Premises Limited Pollution Coverage** applies.
4. The Limits of Insurance of this **Office Premises Limited Pollution Coverage** 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 preceding period for purposes of determining the Limits of Insurance.
5. The Limits of Insurance for this **Office Premises Limited Pollution Coverage** are separate from and not subject to the General Aggregate Limit for COVERAGE 1. Business Liability.
6. The Limits of Insurance for this **Office Premises Limited Pollution Coverage** shall not be amended by any endorsement attached to this policy which does not specifically reference **Office Premises Limited Pollution Coverage**.

F. SECTION E. BUSINESSOWNERS GENERAL LIABILITY CONDITIONS is amended as follows:

1. Condition 2.a. is replaced by the following:
 2. **Duties In The Event of Pollution Incident, Claim or Suit.**
 - a. You must see to it that we are notified as soon as practicable of a "pollution incident" that may result in a claim. To the extent possible, notice should include:
 - (1) How, when, and where the "pollution incident" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any release, and of any injury or damage arising out of the "pollution incident."

2. The following Condition is added:

Remediation of Insured's Premises

- a. Except for "preventive remedial expense" as described in paragraph 4.a.(2) of **SECTION A. COVERAGES**, this policy's **Office Premises Limited Pollution Coverage** doesn't provide coverage for clean-up of "your premises." If a "pollution incident" happens on "your premises" that poses imminent and substantial danger of "bodily injury" or "property damage" to which this insurance applies, you must promptly take at your own expense all reasonable steps to curtail or prevent covered "bodily injury" or "property damage" from happening.
- b. If, in defiance of the intent of this policy, we are ever compelled by court or governmental order to pay to clean up part or all of "your premises," you agree to reimburse us for all such costs.

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G. **SECTION H. OTHER INSURANCE** of the Businessowners Common Policy Conditions is amended to add the following paragraph 4.:

4. This condition does not apply to coverage afforded under Insuring Agreement **a.(2)** of Coverage **4. Office Premises Limited Pollution Coverage**.

H. **SECTION F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS** is amended to include the following definitions:

"Commences during the policy period" means that the first emission, discharge, release or escape of the "pollutant" or "pollutants" from which the "bodily injury" or "property damage" arises is demonstrable as having occurred during this policy period.

"Pollution incident" means the emission, discharge, release, or escape of "pollutants," provided that such emission, discharge, release, or escape results in the injurious presence of "pollutants" in or upon land, the atmosphere, interior of a building or any water course, body of water or ground water. A series of related emissions, discharges, releases or escapes of "pollutants" will be deemed to be one "pollution incident."

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Preventive remedial expense" means expenses incurred by you for the removal or neutralization of "pollutants" on "your office premises", directly resulting from a covered "pollution incident."

"Punitive or exemplary damages" means those damages imposed to punish a wrongdoer and to deter others from similar conduct."

"Waste facility" means any site to which waste is delivered for storage, disposal, processing or treatment, whether or not such site is licensed by a governmental authority to perform such storage, disposal, processing or treatment.

"Your office premises" means "locations" you own, rent or occupy for general office purposes. "Your office premises" does not mean storage yards, nor land held for speculation or development, even if such yards or land adjoin your office building. "Your office premises" does not mean premises you live in. For the purpose of this definition, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

All other terms and conditions of the Policy remain unchanged.

IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE
&
BLANKET WAIVER OF SUBROGATION**

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

- A. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the:
 - a. "Bodily injury" or "property damage"; or
 - b. Offense that caused the "personal and advertising injury";for which the additional insured seeks coverage
- B.** The insurance provided to the additional insured is limited as follows:
1. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf,in the performance of your ongoing operations specified in the written contract or written agreement; or
 - c. "Your work" that is specified in the written contract or written agreement, but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:
 - (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

4. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

C. Under Businessowners Liability Conditions, the condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
 - a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
 - b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled Other Insurance of the BUSINESSOWNERS COMMON POLICY CONDITIONS is amended to delete paragraphs 2. and 3. and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional 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:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) 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.

E. The condition entitled Transfer of Rights of Recovery Against Others to Us of the BUSINESSOWNERS COMMON POLICY CONDITIONS is amended to deleted paragraph 2. and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

- d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:
- (1) Is a partnership or joint venture; or
 - (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
 - (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision **d.** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

- g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, **Coverage Extensions, 2.a. Supplementary Payments**, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion **B.5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or
- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business, subject to the following limit and deductible:
 - a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
 - b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
 - c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
 - d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual 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.
 - e. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph **A.2. Towing**, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a. Coverage Extensions, Transportation Expenses** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.

- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension**.
- f. No deductible applies to this coverage.
- g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **11.B**.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph **a.** of the exception to exclusions **4.c.** and **4.d.** is deleted and replaced with the following:

Exclusions **4.c.** and **4.d.** do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:
 - (1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and
 - (2) Designed to be solely operated by use from the power from the "auto's" electrical system; and
 - (3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.



15. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

- A. Paragraph **C. Limit Of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - d. Transfer or rollover balances from previous loans or leases;
 - e. Final payment due under a "Balloon Loan";
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
 - g. Security deposits not refunded by a lessor;
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
 - i. Any amount representing taxes;
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

- C. **SECTION V - DEFINITIONS** is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

16. GLASS REPAIR - WAIVER OF DEDUCTIBLE

- Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

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

17. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

- Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

18. TWO OR MORE DEDUCTIBLES

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible** :

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

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

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) Member, if you are a limited liability company;
 - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insured's" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

21. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

22. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **B.7. Policy Period, Coverage Territory**, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.



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This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

23. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

24. BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS**, Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

With respect to all employees subject to the workers' compensation laws of the state of California, any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This policy is subject to a minimum charge of \$250 for the issuance of waivers of subrogation

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 11/10/2022 at 12:01 AM standard time, forms a part of
Policy No. EIG 4638195 02 Of the EMPLOYERS PREFERRED INS. CO.
Carrier Code 00920

Issued to TRB AND ASSOCIATES

Endorsement No.

Premium

Countersigned at _____ on _____ By: K. Antunez
Authorized Representative