

MASTER ENABLING AGREEMENT SEISMIC PEER REVIEW 06/2023

This AGREEMENT is made and entered into this **twenty-sixth** day of **June 2023** pursuant to the Public Contract Code 10700, et seq., by and between the Trustees of the California State University on behalf of

<i>Campus, hereafter referred to as Trustees, and</i> California State University	Amendment No.: 2	Agreement No.: 21-486	Is agreement for Design Professional services: Yes (GP-8b)	Project No.: N/A
<i>Service Provider, hereafter referred to as Service Provider.</i> John A. Martin and Associates, Inc.	CSU Vendor ID No.: 8830	License Number: S 1958, C 22500		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 seismic peer review services for public works projects submitted by the California State University. This agreement is a master enabling agreement under which each campus and the administrative office of the California State University may engage the services of Service Provider as provided herein. Campuses and the administrative office shall execute a Service Order and Authorization to Proceed (Exhibit C) to secure Service Provider’s peer review services under this Agreement.



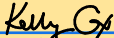

Agreement No. 21-486, dated July 1, 2021, is hereby amended as follows:

1. This amendment exercises the option to extend the term for an additional one (1) year. The term of this agreement shall now end June 30, 2024, with no options remaining.

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

The Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the Trustees’ Representative. The total amount to be expended under this Agreement shall be determined by the overall usage by each participating University and administrative office of the California State University. Service Provider shall report to Trustees’ Representative, Universities, and the administrative offices.

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

Trustees of the California State University							Service Provider						
Campus California State University							Firm Name John A. Martin and Associates, Inc.						
By (Trustees’ Authorized Signature)  <small>Paul Gannoe (Jun 26, 2023 12:02 PDT)</small>							By (Authorized Signature)  <small>Barry Schindler (Jun 26, 2023 10:51 PDT)</small>						
Printed Name and Title of Person Signing Paul Gannoe, Chief Planning and Design							Printed Name and Title of Person Signing Barry Schindler, Partner						
Address of Campus Project Administrator Capital Planning, Design and Construction 401 Golden Shore, Long Beach, CA 90802							Address of Service Provider 950 S. Grand Ave., Fourth Floor Los Angeles, CA 90015						
SCO Acct Data:	Fund	Sub Fund	Agency	Yr	Ref/Item	Category	Program	Element	Component	Chapter	Fiscal Yr.	Legal Ref.	
											23/24		
Fund Name			PS Account		PS Fund	PS Dept. ID	PS Program	PS Class	PS Project/Grant				
Amount Encumbered \$0.00			I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.										
Amount of Increase \$0.00			Signature of Accounting Officer  <small>Kelly Cox (Jun 26, 2023 13:35 PDT)</small>							Jun 26, 2023 Date			
Amount of Decrease \$0.00			I hereby certify that I have examined the written Agreement and find the same to be in accordance with the requirements of California State University Contract Law. G. ANDREW JONES, General Counsel										
Total Amount Encumbered \$0.00			By Attorney 							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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS SCHEDULED ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM – SECTION II – LIABILITY

Schedule

Name of Person(s) or Organization(s):

The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents

1. SECTION II C. Who Is An Insured is amended to include as an additional insured the person or organization shown in the schedule above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply to the rendering of or failure to render any "professional services".
- b. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a

primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with at other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K.2 Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: John A. Martin & Associates, Inc.

Endorsement Effective Date: 10/23/2017

SCHEDULE

Name Of Person(s) Or Organization(s): The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.