

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

Campus, hereafter referred to as Trustees, and California State University	Amendment No.:	Agreement No.: 21-486	Is agreement for Design Professional services:	Project No.: N/A
Service Provider, hereafter referred to as Service Provider.	CSU Vendor ID No.:	License Number:	W (CD OL)	DIR No.:
John A. Martin and Associates, Inc.	8830	S 1958, C 22500	Yes (GP-8b)	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								Firm Name						
California State University							Jo	ohn A. Ma	artin	and	Associate	es, Inc.		
By (Trustees' Authorized Signature) Paul Gannoe (Jun 26, 2023 12:02 PDT)							By (Authorized Signature) Barry Schindler Barry Schindler (Jun 26, 2023 10:51 PDT)							
Printed Na	ame and Tit	le of Person	Signing				Printed Name and Title of Person Signing							
Paul Gar	noe, Chi	ef Planniı	ng and De	sign			Barry Schindler, Partner							
Address of	Campus Pı	roject Admin	istrator				Address of Service Provider							
Capital Planning, Design and Construction 401 Golden Shore, Long Beach, CA 90802							950 S. Grand Ave., Fourth Floor Los Angeles, CA 90015							
SCO Acct Data:	Fund	Sub Fund	Agency	Yr	Ref/Item	Category	ry Program Element Component Chap		nt Chapter	Fiscal Yr.	Legal Ref.			
Fund Name PS					Account	PS Fur		PS Dep	ept. ID PS		Program	PS Class	PS Proje	ect/Grant
Amount Encumbered I hereby certify upon my personal keeps the expenditures stated above.							knowledge that budgeted funds are available for the period and purpose of							
Amount of Increase \$0.00 Signature of Accounting Officer					Officer K	r Kelly Cox (Jan 26, 2023 13:35 PDT) Jun 26, 2023 Date								
v v						ned the written Agreement and find the same to be in accordance with the University Contract Law. G. ANDREW JONES, General Counsel								
Total Amount Encumbered \$0.00 By Attorney Ronnix Gon					Jomez							Jun 30, 2023 Date	3	

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.



MA-01 MCCOWANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/27/2022

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).

and commonte accounts rights to an extra common in now or or							
PRODUCER License # 0E67768	CONTACT Ali Smith						
IOA Insurance Services 4370 La Jolla Village Drive	PHONE (A/C, No, Ext): (619) 788-5795 50206 FAX (A/C, No): (61						
Suite 600	E-MAIL ADDRESS: Ali.Smith@ioausa.com						
San Diego, CA 92122	INSURER(S) AFFORDING COVERAGE	NAIC #					
	INSURER A: RLI Insurance Company						
INSURED	INSURER B : Fireman's Fund Indemnity Corporation	11380					
John A. Martin & Associates, Inc.	INSURER C:						
950 S. Grand Ave., 4th Floor	INSURER D:						
Los Angeles, CA 90015	INSURER E :						
	INSURER F:						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR		TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	X	COMMERCIAL GENERAL LIABILITY				······	,,,,,,	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR			PSB0002475	10/23/2022	10/23/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
	X	Cont Liab/Sev of Int						MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN	N'L AGGRE <u>GAT</u> E LIMIT AP <u>PLIE</u> S PER:						GENERAL AGGREGATE	\$	2,000,000
		POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:						Ded	\$	0
Α	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X	ANY AUTO	Х		PSA0002424	10/23/2022	10/23/2023	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
	X	Comp. Ded.: X Coll. Ded.: \$1,000							\$	
Α	X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	10,000,000
		EXCESS LIAB CLAIMS-MADE		PSE00	PSE0001777	10/23/2022	10/23/2023	AGGREGATE	\$	10,000,000
	X	DED RETENTION\$							\$	
Α	WOF	RKERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				PSW0002199	10/23/2022	10/23/2023	E.L. EACH ACCIDENT	\$	1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
В	Pro	fessional Liab.			UBF00029722	10/23/2022	10/23/2023	Per Claim		10,000,000
В	Dec	I.: \$150k Per Clm			UBF00029722	10/23/2022	10/23/2023	Aggregate		10,000,000

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

The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are Additional Insureds with respect to General and Auto Liability per the attached endorsement as required by written contract. Insurance is Primary and Non-Contributory.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
California State University Office of the Chancellor / A&E 401 Golden Shore, 2nd Floor	AUTHORIZED REPRESENTATIVE T. Kelly Howell

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

Policy Number: PSB0002475

RLI Insurance Company

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;
 - 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.

PPB 313 02 12 Page 1 of 1

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.