

MASTER ENABLING AGREEMENT

PEER REVIEW *Rev. 2022-0104*

This AGREEMENT is made and entered into this tenth day of June, 2022 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, Office of the Chancellor | Amendment No.: N/A | Agreement No.: 22-540 | Is agreement for Design Professional services: Yes (GP-8b) | Project No.: |
| <i>Service Provider, hereafter referred to as Service Provider.</i> Taylor Engineering, LLP | CSU Vendor ID No.: 2294 | License Number: M020819 | | 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: Provide Mechanical Review Board peer review for public works for the California State University systemwide.

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:


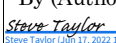

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|---------|---|--|-------------------------------|
| Rider | A | Agreement General Provisions, | consisting of six (6) pages; |
| Exhibit | A | Scope of Work, | consisting of four (4) pages; |
| Exhibit | B | Service Order Authorization to Proceed Sample, | consisting of one (1) page; |
| Exhibit | C | Service Provider Rate Schedule, | 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, 2026, with the option given the Trustees of extending the Agreement with the same terms and conditions for two (2) additional, two (2) year periods. Work elements started during the term shall continue to their completion and acceptance by the Trustees.

Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the Trustees.

Service Provider shall report to: California State University, Lindsey Rowell, Chief of Energy, Sustainability, and Transportation (916) 402-1622.

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

| Trustees of the California State University | | | | | | | Service Provider | | | | | | |
|--|------|--|------------|-----|----------|-------------|--|----------|-----------|------------------|-----------------|------------|--|
| Campus California State University, Office of the Chancellor | | | | | | | Firm Name Taylor Engineering, LLP | | | | | | |
| By (Trustees' Authorized Signature)  <small>Lindsey Rowell (Jun 18, 2022 15:03 PDT)</small> | | | | | | | By (Authorized Signature)  <small>Steve Taylor (Jun 17, 2022 16:21 PDT)</small> | | | | | | |
| Printed Name and Title of Person Signing Lindsey Rowell, Chief of Energy, Sustainability and Transportation | | | | | | | Printed Name and Title of Person Signing Steven Taylor, President | | | | | | |
| Address of Campus Project Administrator 401 Golden Shore; Long Beach, CA 90802 | | | | | | | Address of Service Provider 1080 Marina Village Pkwy, Ste. 501; Alameda, CA 94501 | | | | | | |
| SCO Acct | Fund | Sub Fund | Agency | Yr. | Ref/Item | Category | Progra m | Element | Component | Chapter | Fiscal Yr. | Legal Ref. | |
| Fund Name | | | PS Account | | PS Fund | PS Dept. ID | PS Program | PS Class | | PS Project/Grant | | | |
| Amount Encumbered \$0.00 | | <i>I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.</i> | | | | | | | | | | | |
| Amount of Increase \$0.00 | | Signature of Accounting Officer N/A \$0 MEA | | | | | | | | | 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  | | | | | | | | | Date 06/23/2022 | | |

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 insures all project participants for general liability exposures on a primary basis and also 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 Taylor Engineering, Inc.

1. Capability of Staff:

Mechanical and Electrical Systems Peer Reviews (MSR-ESR) under this agreement may be performed by internal staff, but shall be coordinated and reviewed by the respective appointed Mechanical Review Board member prior to issuance of any review or correspondence.

2. Authorization of Work:

- A. Only the CSU trustees’ representatives may authorize work under this Agreement. Work shall typically be coordinated through an individual campus staff project manager or Capital Planning, Design and Construction (CPDC) at the CSU Office of the Chancellor.
- B. MSR and ESR fees are pre-established, based on construction costs of the project being reviewed. If a review is terminated due to cancellation of the project during design, payment will be made for work completed.
- C. Trustees do not guarantee a minimum assignment of work to the Service Provider under this Agreement. Work assignments will be made at the discretion of the campus.
- D. The Service Provider shall seek to avoid conflicts of interest and the appearance of conflicts of interest by not accepting assignments where there is current contractual relationship between the Service Provider and the engineering firm whose work is being reviewed.
- E. Work assignments under this Agreement will be authorized by a Service Order and Authorization to Proceed (Exhibit B).
- F. Service Orders and Authorizations to Proceed may be issued under this Agreement during the Agreement term. Work authorized within the term of this Agreement may be conducted and completed after the expiration of the contract term of this Agreement unless the Agreement is terminated prior to the expiration of its term in writing by the trustees.
- G. The term of the “Service Order and Authorization to Proceed” shall begin on the date indicated on the Authorization and conclude with the completion of the project or its termination.

3. Mechanical Systems Review (MSR):

The MSR is a required review for CSU major capital projects. The ESR review is recommended, but optional and elective by the campus.

- A. For each project submitted and accepted for review, the Service Provider shall perform a Mechanical and/or Electrical Systems Review (MSR-ESR) of the building(s) or project.
- B. The primary purpose of the mechanical and electrical systems peer review is to offer a knowledgeable professional ‘second opinion’ and strategic insights on the functionality and efficacy of the project’s mechanical systems. Although code compliance comments may be presented as a part of this review, the review is not intended as a substitute for an independent code compliance check that the campus will typically be conducting separately to this work. While the peer review process supports the project’s design development, the project architect/engineer of record retains full responsibility for the design documents including their completeness and function.
- C. The Service Provider may suggest potential design options, analysis perspectives, and relay CSU Systemwide experience in materials performance considerations that the design team can build upon in the development of the project.
- D. The Service Provider may provide recommendations of possible methods for the resolution of technical issues encountered in the design and construction (the responsibility for implementing these suggestions rests completely with the Architect/Engineer of record).
- E. The Service Provider shall provide MSR-ESR during each design phase (Schematic, Preliminary, and Construction Documents). Develop review comments addressing the specific project. Categorize each comment into one of three tiers:
 - (1) Required: Must be resolved as part of the back-check process for project to move into next phase.
 - (2) Recommended: Review response must provide a defensible explanation including break-even point if cost is the primary determinant for a recommended comment not being incorporated.

- (3) Advisory: General recommendation that needs to be acknowledged by campus, but is elective to be incorporated.
- F. If response resolution for Required or Recommended level comments cannot be reached at the campus level (differing professional opinions are perfectly reasonable), bring such issues to the attention of CPDC. CPDC will seek to achieve a broader secondary MRB Board consensus as needed and then CPDC will issue a timely resolution determination on the respective issue(s).
 - G. Provide recommended corrections in the form of design review comments in Word (readable) format.
 - H. For each review send copies to the campus project manager, design team, and to CPDC.
 - I. During the construction phase of a project, the Service Provider shall be available as a part of this work as a resource to the trustees for review and assessment of technical issues that may be encountered.
4. MSR-ESR of Major Capital Design-Bid-Build and Construction Manager at Risk Projects:
- A. During the Schematic Design Phase, the Service Provider shall:
 - (1) Participate in at least one meeting with campus personnel and the project architect/engineer of record at the campus. Become familiar with project scope, project goals, physical constraints, established budget, and campus design guidelines. Identify critical systems and equipment requiring seismic certification and bracing, examine the available information on the condition of the campus infrastructure and site utilities and point for interconnection, condition and capacity of building(s) systems, review the engineering concepts employed to achieve energy efficiency criteria, and discuss basis of design concepts and potential alternatives with the project team. When providing an ESR, become familiar with project scope, project goals, physical constraints and established budget, campus design guidelines, identify critical systems and equipment requiring seismic certification and bracing, review the available information on the condition of the campus electrical power and IT infrastructure and interconnection requirements, building(s) electrical and IT systems, discuss capacity constraints, review the engineering concepts employed to achieve energy efficiency criteria, lighting and energy controls, emergency power and life safety, and discuss basis of design concepts and potential alternatives with the project team.
 - (2) Approximately 75% through Schematic Design phase, in anticipation of a CPDC project review, provide a letter to the campus stating the MSR-ESR reviewer concurs (or not) with the proposed design approach of the mechanical systems.
 - (3) Continue with the peer review and involvement through the completion of the Schematic Design Phase.
 - (a) Review submittal documents including the plans and outline specifications, basis of design report, schematic level construction cost estimate and life cycle cost analysis of various systems analyzed and the proposed system and identify if submittal is materially complete; and
 - (b) Develop review comments taking into account the building, building site, and local environmental conditions; and
 - (c) Focus on confirming fundamental design assumptions and validating concepts, systems, and integration. The review at this phase is the most 'strategic' and the most critical.
 - B. During the Preliminary Design Phase:
 - (1) Review project plans, outline specifications, construction cost estimate, and the basis of design report.
 - (2) Focus on confirming concepts, systems, and assumptions. The review at this phase shall seek to confirm that the implementation of the 'approved' schematic documents is being appropriately developed and resolved. Assess if the project is 'on target' to provide a well-functioning, energy efficient facility within the established budget.
 - C. During the Construction Document Phase:
 - (1) Review updates to the basis of design report, project specifications and construction cost estimate to confirm that the design is consistent with the design approved from the Preliminary Design phase.

- (2) Review the State of California Title 24 Energy Efficiency performance model to confirm the inputs match the Construction Documents. Confirm that project specifications include requirements of the State of California Title 24 Energy Efficiency Standards Acceptance Certificates.
- (3) Review the ninety-five percent (95%) plans including mechanical, plumbing, controls (including sequence of operations), and building automation system. The ESR shall review the electrical plans including normal power, emergency power, lighting and lighting controls, plug load controls, IT service, metering and electrical systems sequence of operations, and building automation system interface.
- (4) Confirm that the construction documents submitted for review include complete equipment schedules, energy compliance forms, floor plans, flow diagrams, sections and details. The ESR shall confirm that the construction documents submitted includes complete power system studies including short circuit, coordination and arc flash hazard, completed load schedules; energy compliance forms, power and lighting plans, single line diagrams, sections and details. The Service Provider shall inform the campus project manager if the submittal is materially incomplete.
- (5) Provide copies of Construction Document reviews to the campus-assigned plan check review firm separately providing review work on the project. This will be reciprocal to the Service Provider as well so that initial plan check and MSR-ESR comments are shared and considered in the development in each respective review. It is not necessary to incorporate these plan check comments or to delay the MSR-ESR peer review pending the plan check back-check resolution. It is necessary to secure the plan check initial review and consider it prior to the Construction Document phase MSR-ESR review report issuance. Coordinate with the campus for plan review firm contact information.

5. MSR-ESR of Design-Build Projects:

MSR-ESR of Design-Build Projects shall generally follow the procedures for Design-Bid-Build projects set forth above, but shall modify the review emphasis to reflect differences in delivery methods (i.e., limited review of costs in later phases, and more focus on confirming that quality/functionality is not being diminished from that agreed to at the end of Schematic Design phase).

6. Back-Check Review:

- A. Provide back-check review(s) of resubmitted plans during the course of the project. This back-check shall include an assessment whether comments made in the prior reviews have been addressed, and identify any prior comments that have not been satisfactorily addressed and their impact on the project if constructed as presented.
- B. Issue copies of back-check comments to campus, design team and CPDC.
- C. At the completion of the design review provide a letter to the campus with an electronic copy to the CPDC that MSR/ESR comments have been resolved to the satisfaction of the reviewing board member.

7. Project Deliverables and Distribution:

- A. MSR/ESR peer review reports at Schematic, Preliminary and Construction Document phases.
- B. Issue copies to campus, project design team, and CPDC for each review and back-check.
- C. Issue a copy of the Construction Document peer review and back checks to the campus assigned plan check review firm separately providing services on this project.
- D. Distribute copies of reports and back-checks via email.
- E. Marked up plan sets are not required or desired.
- F. Issue hard copy letters of concurrence to the campus at the completion of each review.
- G. Provide copies of reports and letters to CPDC via email.
- H. Provide copy of the final letter of concurrence to the plan check review firm via email.

8. Coordination with Mechanical Review Board:

MSR-ESR Reviewer shall periodically report to the Mechanical Review Board (MRB) on review issues and concerns that may have CSU Systemwide implications and advise on how the MSR and ESR review process can be improved and/or streamlined in the future.

9. Extra Services:

- A. Extra Services Authorization shall be at the discretion of the trustees and shall not include work that is incidental to a MSR-ESR. Extra Services are not anticipated to be needed in the typical course of providing these reviews. The following would be examples of potential Extra Service work:
 - (1) Pre-design project studies.
 - (2) Extended participation in campus design development beyond peer review, such as additional attendance at project design meetings or project site visits beyond the initial campus kick-off participation that is a part of the base MSR-ESR scope.
 - (3) Substantial stop/restart or re-characterization of original peer review scope.
 - B. Extra Services require pre-authorization in writing by the project manager.
10. Reimbursable Expenses:
- A. The fee for a Service Provider’s MSR-ESR is inclusive of expenses incidental to this work. Reimbursable expenses are not anticipated in the typical course of providing a MSR-ESR.
 - B. The following are not reimbursable expenses:
 - (1) Travel expenses incurred for one (1) trip to the campus during the schematic phase is a part of this scope.
 - (2) Shipping charges, phone calls, faxes, consumables, etc. occurring in the course of providing the MSR-ESR services under this Agreement.
 - C. Additional travel when requested by the campus may be reimbursable as part of an Extra Service.
11. Project Administration:

The master agreement and scope for this project is managed centrally by the Office of the Chancellor. Individual campuses are authorized to secure (and pay for) services under this agreement. All correspondence regarding design review activities and processes shall be sent to Ebi Saberi, University Architect with a copy to Lindsey Rowell, Chief of Energy, Sustainability, and Transportation.
Direct inquiries as to process, review challenges and all general agreement questions to:

California State University, Office of the Chancellor
Capital Planning, Design and Construction
401 Golden Shore, 2nd Floor
Long Beach, California 90802-4210
Attention: Lindsey Rowell, Chief Energy, Sustainability, and Transportation
Telephone: (916) 402-1622
Email: lrowell@calstate.edu

Direct inquiries regarding individual projects and normal review interaction to the respective campus authorizing the work.

End of Exhibit A

THE CALIFORNIA STATE UNIVERSITY

**Exhibit 'B'- Service Order and Authorization to Proceed,
[Mechanical] [Electrical] Systems Review**

[Date]

Mr. Taylor
Taylor Engineering, LLP
1080 Marina Village Parkway, Suite 501
Alameda, CA 94501

Dear Mr. Taylor

[Project Name], [Project Number]
[Campus]
Service Order and Authorization to Proceed Number [insert]

In accordance with the provisions of the Systemwide Master Enabling Agreement Number [insert] you are hereby authorized to provide [insert as appropriate].
[Provide mechanical systems peer review for the subject project].

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 coordinate services with:

[CSU Campus Name]
[Campus Department]
[Executive Dean or designated campus project manager]
[Campus Address]
[Campus Project Manager's Phone Number]

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

cc:

**Exhibit ‘C’- Service Provider Rate Table
P2S Engineering, Inc.**

1. Fee Schedule:

Capital Projects: MSR-ESR fee shall be computed in accordance with the fee schedule shown below. Fees are based on total project construction budget as identified in the project budget (CSU Form CPDC 2-7, Total Construction). The construction budget for the project may be obtained from the campus project manager or directly from CPDC A/E. Fee schedule is as follows:

| Total Construction Value (CSU Form CPDC 2-7, Line 5) | Mechanical Systems Review Lump Sum Fee | Electrical Power and Lighting Systems Review Lump Sum Fee |
|--|--|---|
| Less than \$634,000 | Negotiated | Negotiated |
| \$634,000 to \$2,000,000 | \$6,000.00 | Fee same as MSR (typical for all) |
| \$2,000,001 to \$6,000,000 | \$8,000.00 | |
| \$6,000,001 to \$10,000,000 | \$10,000.00 | |
| \$10,000,001 to \$30,000,000 | \$12,000.00 | |
| \$30,000,001 to \$50,000,000 | \$15,000.00 | |
| Over \$50,000,001 to \$90,000,000 | \$18,000.00 | |
| Over \$90,000,000 | \$22,000.00 | |

2. Payment and Invoicing:

- A. Payments for services shall be made in arrears for work completed to the satisfaction of the trustees upon presentation of a written invoice.
- B. Payments will be authorized at the following milestone points:
 - (1) Fifty percent (50%) upon completion Preliminary Phase Review.
 - (2) Fifty percent (50%) upon completion Construction Document Phase Review.
- C. Extra services, if any, shall be paid in arrears when completed.
- D. Reimbursable expenses, if any, shall be paid in arrears when incurred.
- E. Invoicing for services and reimbursable expenses shall:
 - (1) Be sent to the campus named in the Service Order and Authorization to Proceed.
 - (2) Identify campus, project name, project reference number, Service Authorization Order number.
 - (3) Indicate work and the percentage completed.

End of Exhibit C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2021

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

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

| | | |
|--|---|------------------------|
| PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 License#: 6003745 TAYLENG-02 | CONTACT NAME: The Certificate Team | |
| | PHONE (A/C. No. Ext): | FAX (A/C. No.): |
| E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Berkley Insurance Company | | 32603 |
| INSURER B: Sentinel Insurance Company | | 11000 |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

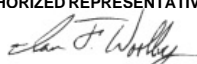
COVERAGES **CERTIFICATE NUMBER:** 282346260 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | Y | Y | 57SBWBN5741 | 7/10/2021 | 7/10/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | 57SBWBN5741 | 7/10/2021 | 7/10/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | Y | 57SBWBN5741 | 7/10/2021 | 7/10/2022 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability | | | AEC904578306 | 7/10/2021 | 7/10/2022 | Per Claim \$10,000,000 Aggregate Limit \$10,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. Hired/Non-owned auto is included in and follow form to the General Liability Policy. Umbrella Liability policy is follow-form to its underlying Policies: General Liability/Auto Liability.

For General Liability and Automobile Liability policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are additional insureds where required by written contract. Coverage for any claims related to the insureds work is primary where required by written contract.

| | |
|--|--|
| CERTIFICATE HOLDER California State University Office of the Chancellor Construction, Planning, Design, & Construction 401 Golden Shore Long Beach CA 90802 | CANCELLATION 30 Day Notice of 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. AUTHORIZED REPRESENTATIVE  |
|--|--|

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PROVISIONS - CALIFORNIA

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. It is agreed that paragraph **(2)** of subsections **6.d.** and **6.f.** of Section **C. - WHO IS AN INSURED** is replaced by the following:

(2) The insurance afforded by paragraph **(1)** above does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a)** The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b)** Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c)** Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d)** Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e)** Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (a)** Only applies to the extent permitted by law; and
- (b)** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. It is agreed that the following paragraphs are added to the end of subsections **1.** and **8.** of Section **F -**

OPTIONAL ADDITIONAL INSURED COVERAGES; and it is agreed the following paragraphs replace section **b.** of subsection **9.** of Section **F. - OPTIONAL ADDITIONAL INSURED COVERAGES.** These paragraphs do not attach or amend the language of any of the other subsections of **Section F - OPTIONAL ADDITIONAL INSURED COVERAGES:**

The insurance afforded by this subsection does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a)** The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b)** Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c)** Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d)** Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e)** Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (a)** Only applies to the extent permitted by law; and
- (b)** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

b. Real Estate Manager

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

c. Temporary Custodians Of Your Property

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

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

d. Legal Representative If You Die

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

e. Unnamed Subsidiary

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

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

3. Newly Acquired Or Formed Organization

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

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

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

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

4. Operator Of Mobile Equipment

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

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

5. Operator of Nonowned Watercraft

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

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

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

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

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

BUSINESS LIABILITY COVERAGE FORM

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

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

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

F. Optional Additional Insured Coverages.

a. Vendors

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

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

This insurance does not apply to:

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

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

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

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

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

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

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

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

b. Lessors Of Equipment

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

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

c. Lessors Of Land Or Premises

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

d. Architects, Engineers Or Surveyors

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

e. Permits Issued By State Or Political Subdivisions

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

f. Any Other Party

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

BUSINESS LIABILITY COVERAGE FORM

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

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

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

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

57SBWBN5741

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

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

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

2. Aggregate Limits

The most we will pay for:

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

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

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

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

3. Each Occurrence Limit

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

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

4. Personal And Advertising Injury Limit

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

5. Damage To Premises Rented To You Limit

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

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

6. How Limits Apply To Additional Insureds

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

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

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

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

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

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E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

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

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

a. Notice Of Occurrence Or Offense

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

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

b. Notice Of Claim

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

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

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

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

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

d. Obligations At The Insured's Own Cost

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

e. Additional Insured's Other Insurance

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

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

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

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

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

BUSINESS LIABILITY COVERAGE FORM

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

3. Financial Responsibility Laws

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

4. Legal Action Against Us

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

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

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

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

57SBWBN5741

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

By accepting this policy, you agree:

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

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

b. Unintentional Failure To Disclose Hazards

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

7. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

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

(1) Your Work

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

(2) Premises Rented To You

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

(3) Tenant Liability

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

(4) Aircraft, Auto Or Watercraft

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

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

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

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

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

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

That is other insurance available to an additional insured.

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

(a) Primary Insurance When Required By Contract

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

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

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

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

57SBWBN5741

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

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

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

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

c. Method Of Sharing

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

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

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

B. Paragraph B. EXCLUSIONS is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" or a "non-owned auto".
2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".
3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto".
- b. Before the "pollutants" or any property in which the "pollutants" are contained are

moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and
- (2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".
- 4. With respect to this coverage, the following additional exclusions apply:
 - a. **Fellow employee**

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.
 - b. **Care, custody or control**

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.
- C. With respect to "hired auto" and "non-owned auto" coverage, Paragraph C. **WHO IS AN INSURED** is deleted and replaced by the following:

The following are "insureds":

 - a. You.
 - b. Your "employee" while using with your permission:
 - (1) An "auto" you hire or borrow; or
 - (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
 - (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.
 - c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:
 - (1) The owner or anyone else from whom you hire or borrow an "auto".
 - (2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
 - (4) A partner (if you are a partnership), or a member (if you are a limited liability

company) for an "auto" owned by him or her or a member of his or her household.

- d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

- D. With respect to the operation of a "hired auto" and "non-owned auto", the following additional conditions apply:

1. OTHER INSURANCE

- a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".

- b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

- E. The following definitions are added:

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

- 1. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company),

or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto " means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:
 - a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
 - b. Customer's "auto" that is in your care, custody or control for service.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Acct#: 2727842

10/01/2021

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 Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042 | CONTACT NAME: PHONE (A/C, No. Ext): 888-828-8365 | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : Indemnity Insurance Co. of North America | | 43575 |
| INSURED TAYLOR ENGINEERING, LLP 1080 MARINA VILLAGE PKWY STE 501 ALAMEDA, CA 94501-1142 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | 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.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|------------------------------|----------|---------------|-------------------------|-------------------------|--|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | N/A | X | C70114859 | 10/01/2021 | 10/01/2022 | <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 |

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

WAIVER OF SUBROGATION IN FAVOR OF California State University Office of the Chancellor WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

CALIFORNIA STATE UNIVERSITY OFFICE OF THE CHANCELLOR
 CONSTRUCTION, 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

Workers' Compensation and Employers' Liability Policy

| | |
|---|---|
| Named Insured Insperity, Inc. L/C/F TAYLOR ENGINEERING, LLP 19001 Crescent Springs Drive Kingwood, TX 77339 | Endorsement Number |
| | Policy Number Symbol: RWC Number: C70114859 |
| Policy Period 10/01/2021 TO 10/01/2022 | Effective Date of Endorsement 10/01/2021 |
| Issued By (Name of Insurance Company) Indemnity Insurance Co. of North America | |
| Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. | |

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

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

Schedule

1. (X) Specific Waiver
Name of person or organization:
California State University Office of the Chancellor
401 Golden Shore
Long Beach, CA 90802

() Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
3. Premium:
The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Minimum Premium : INCLUDED



Authorized Representative