

SERVICE PROVIDER  
 TRUSTEES



## MASTER ENABLING AGREEMENT 2021-0520

For use on any CSU project.

This AGREEMENT is made and entered into this 1ST day of July 2021 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>	Amendment No.:	Agreement No.:	Is agreement for Design Professional services:	Project No.:
<b>Office of the Chancellor</b>	<b>N/A</b>	<b>20-405</b>		<b>N/A</b>
<i>Service Provider, hereafter referred to as Service Provider.</i>	CSU Vendor ID No.:	License Number:	No (GP-8a)	DIR No.:
<b>Evan Brooks Associates, Inc.</b>	<b>12753</b>	<b>N/A</b>		<b>N/A</b>

WITNESSETH: That the Service Provider in consideration of the covenants, conditions and agreements of the Trustees herein contained, does hereby agree to furnish all labor, materials, and equipment and to perform all work necessary to complete, in a skillful manner, the following: Grant Writing Services.

This Agreement is a Master Enabling Agreement (MEA) under which each campus and administrative office of the CSU may engage the services of the Service Provider as provided herein. Campuses shall execute a Notice to Proceed to secure services under this Agreement. The Service Provider shall provide the required services necessary in accordance with the following Riders, which by this reference are incorporated herein and made part of this Agreement.

- Rider A – General Provisions, consisting of four (4) pages;
- Rider B – Agreement Specific Provisions, consisting of one (1) page;
- Rider C – Organizational Chart, consisting of one (1) page;
- Rider D – Billing Rates, consisting of two (2) pages;
- Rider E – Campus Service Order, consisting of one (1) page;
  - i. Exhibit A: Scope of Work;
  - ii. Exhibit B: Fee Schedule;
  - iii. Exhibit C: Organizational Chart;
  - iv. Exhibit D: Project Schedule;
  - v. Exhibit E: Small Business Preference and Certification Request; consisting of one (1) page;
  - vi. Exhibit F: Disabled Veteran Business Enterprise DVBE Participation Requirement; consisting of seven (7) pages.


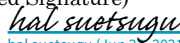
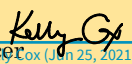

Attachment 1: Template Notice to Proceed to Grant Writing, consisting of one (1) page.

The term shall begin upon receipt of a fully-executed Agreement from the Trustees. The term shall end upon the acceptance of completion by the Trustees. The term of this Agreement shall be from July 1, 2021 to June 30, 2026, with the option by the Trustees of extending the Agreement with the same terms and conditions for two (2) additional one-year periods. Work elements started during the term shall continue to their completion and acceptance by the Trustees.

The Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the Trustees' Representative or Campus Project Manager. The Service Provider shall report notice of hiring for a project with a brief description of the project to Michael Clemson, Carbon Reduction Manager, Capital Planning, Design and Construction, mclemson@calstate.edu, (562) 951-4291.

The total amount to be expended under this Agreement shall be determined by the overall usage by each participating campus and administrative office of the California State University. Payment shall be made in accordance with the Riders and exhibits herein.

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

<b>Trustees of the California State University</b>						<b>Service Provider</b>						
Campus <b>The California State University, Office of the Chancellor</b>						Firm Name <b>Evan Brooks Associates, Inc.</b>						
By (Trustees' Authorized Signature)  Elvyra San Juan (Jun 25, 2021 08:05 PDT)						By (Authorized Signature)  hal suetsugu (Jun 25, 2021 14:53 PDT)						
Printed Name and Title of Person Signing <b>Elvyra San Juan, Assistant Vice Chancellor Capital Planning</b>						Printed Name and Title of Person Signing <b>Hal Suetsuga, President</b>						
Address of Campus Project Administrator <b>401 Golden Shore; Long Beach, CA 90802-4210</b>						Address of Service Provider <b>750 E. Green Street, Suite 301; Pasadena, CA 91101</b>						
<b>SCO Acct Data:</b>	Fund	Sub Fund	Agency	Yr.	Ref/Item	Category	Program	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 <b>\$0.00</b>		<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 <b>\$0.00</b>		Signature of Accounting Officer  Kelly Cox (Jun 25, 2021 10:10 PDT)									Date <b>06/25/2021</b>	
Amount of Decrease <b>\$0.00</b>		<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 <b>\$0.00</b>		By Attorney  Andy Maiorano (Jul 7, 2021 11:12 PDT)									Date <b>07/07/2021</b>	

*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**

## **Rider B**

### **Agreement Specific Provisions**

1. **Capability of Staff:** The Service Provider shall maintain a staff of competent professionals capable of providing transportation planning services, parking feasibility study preparation, grant writing services, and transportation design services.
2. **Authorization of Work:**

Only the Trustees Representatives (CSU Office of the Chancellor, CPDC staff, campus staff) may authorize work under this Agreement. CPDC administers the Master Enabling Agreement. Individual campuses may participate in this Agreement. The Campus Project Manager shall issue a Service Order Authorization to authorize assignment to an individual Service Provider under this Agreement. All work, extra services, and reimbursable expenses require pre-authorization. Hourly rates of the Service Provider are required and shall be attached. Any proposed adjustment to hourly rates requires pre-approval by the Trustees.

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

Extra services will require pre-authorization in writing by the Trustees and are authorized as a separate Service Order Authorization.
4. **Reimbursable Expenses:**

The following are not reimbursable: Shipping charges, incidental office supplies, letter postage, telephone calls, faxes and similar attendant expenses occurring in the course of providing transportation planning and related services under this Agreement. Unless otherwise stated in the Service Order, in addition to the fees for services, the Trustees will reimburse certain project-related expenditures.

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

  - A. **Travel and Mileage:**

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

Reproductive instruments presented as a deliverable to the Trustees is reimbursable.
  - C. **Reprographics for Development of Deliverables:**

Reproduction for internal use by Service Provider and Service Provider's consultants is not reimbursable.
  - D. **Package Delivery/ Courier Services:**

Express package deliveries (USPS, FedEx, UPS or similar carriers) and judicious use of courier services for design deliverable to campus.
5. **Work Reporting:**

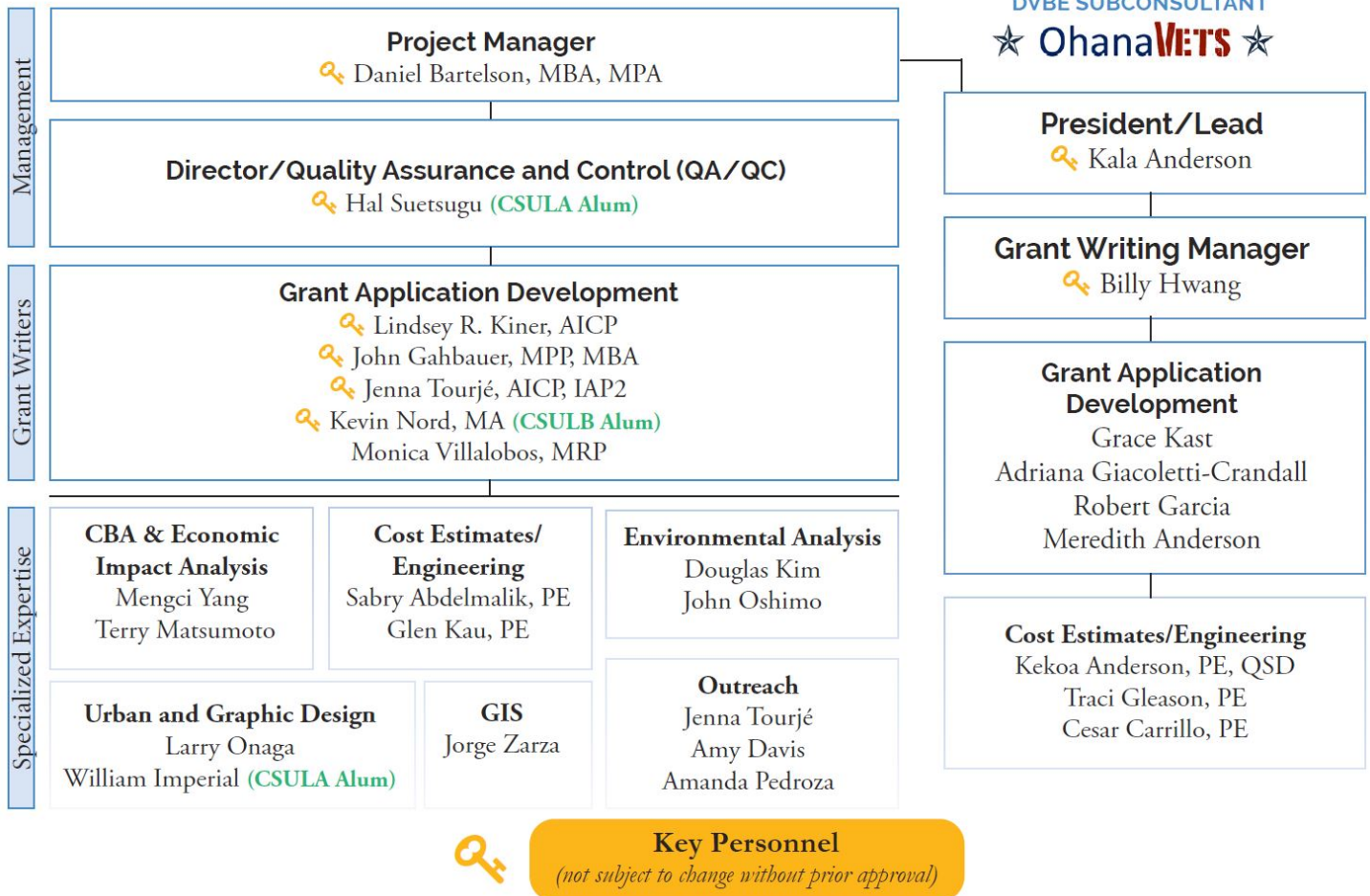
The Service Provider shall submit an annual report on March 1st of each year for work done during the previous fiscal year under this Agreement. The report shall include an Excel readable spreadsheet with the following headings: CSU Campus; Project Name; Project Description; Project Status; and Service Order Value. In addition, the Service Provider will notify the Trustees when commencing work on campus projects.

The Service Provider shall arrange a call with the Contract Administrator on a quarterly basis to provide updates and full disclosure on any new or potential services under consideration with the campuses. The Service Provider shall also contact the campuses to identify best practices in the use of the Master Enabling Agreement in the analysis and implementation of CSU transportation projects.

The advisory scope of work, report and copies of deliverables shall be sent to the Contract Administrator Michael Clemson, Carbon Reduction Manager, Capital Planning, Design and Construction, mclemson@calstate.edu, (562)-951-4291.

**End of Rider B**

## Rider C – Organizational Chart Evan Brooks Associates



End of Rider C



### Rider D – Billing Rates

The following Billing Rates are applicable to this Service Provider for the specified service types under this Agreement. Alternatively, individual Extra Services may be mutually agreed to using a lump sum fee basis.

The Service Provider has provided Billing Rates for five (5) years. Billing Rates are binding.

Grant Writing Services - See Scope of Work		Typical Hours to Complete Scope	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3	Hourly Rate Year 4	Hourly Rate Year 5
Job Title							
	President-Managing Partner	10	\$ 210	\$ 215	\$ 221	\$ 226	\$ 232
	Project Manager	15	\$ 190	\$ 195	\$ 200	\$ 205	\$ 210
	Assistant Project Manager; Principal Grants-Funds Manager	10	\$ 180	\$ 185	\$ 189	\$ 194	\$ 199
	Grants Manager; Outreach Manager; Project Transportation Planner	10	\$ 160	\$ 164	\$ 168	\$ 172	\$ 177
	Grant Writer; Associate Transportation Planner	35	\$ 130	\$ 133	\$ 137	\$ 140	\$ 143
	Research/Funds Analyst	10	\$ 100	\$ 103	\$ 105	\$ 108	\$ 110
	Graphics /Mapping	20	\$ 100	\$ 103	\$ 105	\$ 108	\$ 110
	Administrative Support	5	\$ 85	\$ 87	\$ 89	\$ 92	\$ 94
	Staff Title		\$ -	\$ -	\$ -	\$ -	\$ -
	Staff Title		\$ -	\$ -	\$ -	\$ -	\$ -
	Staff Title		\$ -	\$ -	\$ -	\$ -	\$ -

Grant Writing Services - See Scope of Work	Typical Hours to Complete Scope	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3	Hourly Rate Year 4	Hourly Rate Year 5
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Job Title

Task Lead	5	\$ 306.00	\$ 321.30	\$ 337.37	\$ 354.23	\$ 371.94
Senior Engineer	TBD	\$ 288.00	\$ 302.40	\$ 317.52	\$ 333.40	\$ 350.07
Engineer	TBD	\$ 226.00	\$ 237.30	\$ 249.17	\$ 261.62	\$ 274.70
Senior Grant Writer	10	\$ 226.00	\$ 237.30	\$ 249.17	\$ 261.62	\$ 274.70
Grant Writer	25	\$ 113.00	\$ 118.65	\$ 124.58	\$ 130.81	\$ 137.35
Technical Writer	TBD	\$ 113.00	\$ 118.65	\$ 124.58	\$ 130.81	\$ 137.35
Admin/Word Processing	TBD	\$ 57.00	\$ 59.85	\$ 62.84	\$ 65.98	\$ 69.28
Staff Title		\$ -	\$ -	\$ -	\$ -	\$ -
Staff Title		\$ -	\$ -	\$ -	\$ -	\$ -
Staff Title		\$ -	\$ -	\$ -	\$ -	\$ -
Staff Title		\$ -	\$ -	\$ -	\$ -	\$ -

**End of Rider D**

## Rider E Campus Service Order

THE CALIFORNIA STATE UNIVERSITY  
Transportation Planning Services Master Enabling Agreement  
Service Order & Authorization to Proceed

[Date]

Evan Brooks Associates, Inc.  
Hal Suetsuga, President  
750 E. Green Street  
Suite 301  
Pasadena, CA 91101

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

In accordance with the provisions of the California State University (CSU) Transportation Planning Services Master Enabling Agreement Number 20-405 you are hereby authorized to provide services for the [Campus project number, project name] and in the below phased scopes of work:

The Service Provider shall not perform services in excess of this Service Order without prior written Authorization in a Notice to Proceed from the CSU to proceed to a subsequent scope of work.

Service Provider shall report to:

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

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

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

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

Approved:

Fund Certified:

\_\_\_\_\_  
Executive Facilities Officer  
Campus Department and Address

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

Attachment: Scope of Work, Fee Schedule, Organizational Chart and Project Schedule, SBE, DVBE

cc: Michael Clemson, Carbon Reduction Manager, CSU Office of the Chancellor  
File

**End of Rider E**

**Exhibit A – Scope of Work**  
**(Project Name)**  
**(Project Campus Location)**

California State University, [CAMPUS NAME] herein called ("Trustees") and Evan Brooks Associates, Inc. herein called ("Service Provider") agree to the following scope of work.

RECITALS

Service Provider will perform the following services: [Trustees to insert applicable and reviewed specific scope(s) of work.]

[Name of Campus Project Manager] is the Campus Project Manager for this agreement. Direct any queries including invoicing, requests for extra services, etc. to the following:

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

**End of Exhibit A**

**Exhibit B – Fee Schedule**  
**(Project Name)**  
**(Project Campus Location)**

Fee Schedule:

Costs, total project hours, additional prep-hours and travel budget for support options on a per-Fellow basis are defined below.

SERVICE PROVIDER will receive no more than XXXX

Please be sure to note

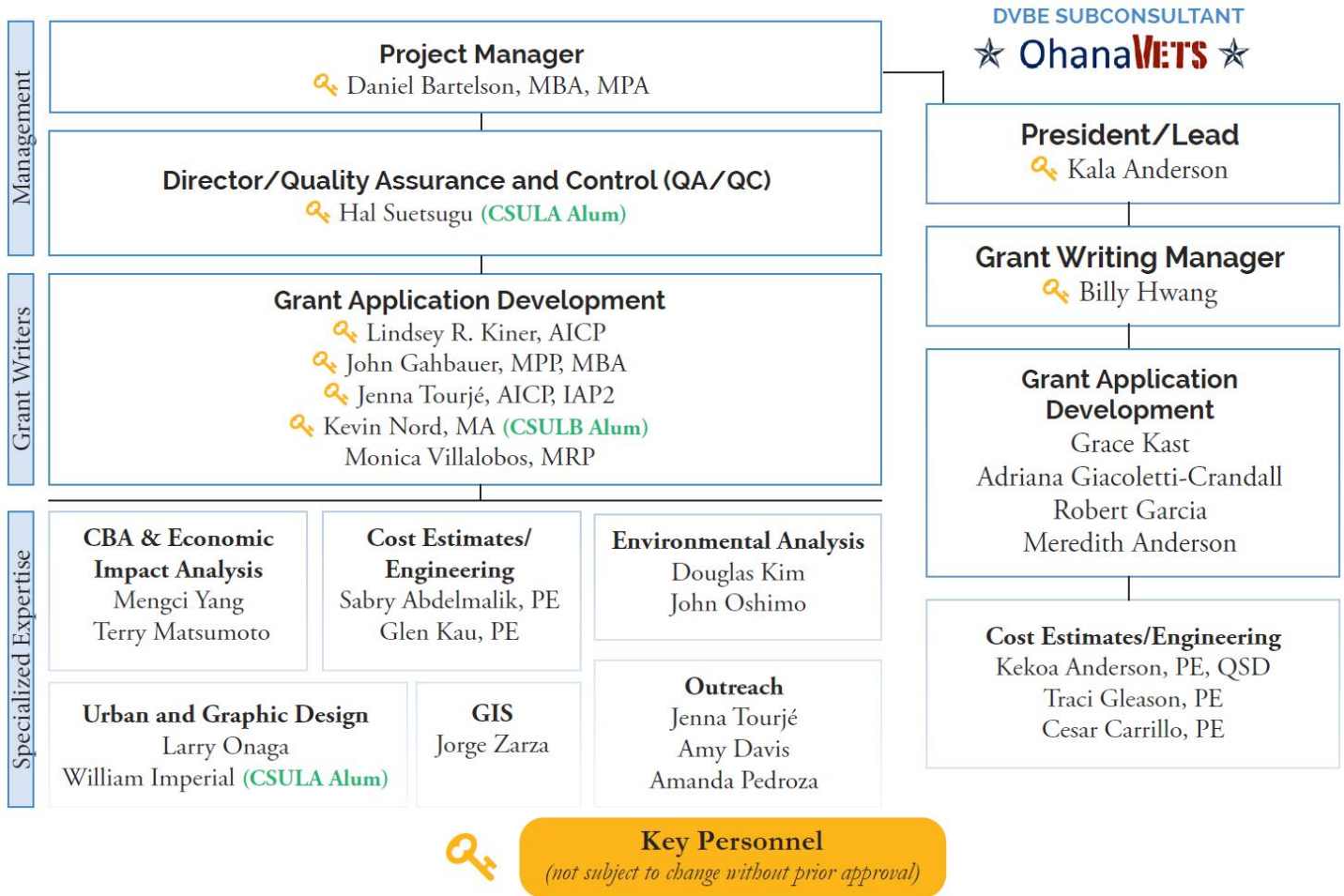
Time and Material Not to Exceed Choose an item.

Lumps Sum Payment Choose an item.

Payment Schedule Choose an item.

**End of Exhibit B**

### Exhibit C – Organizational Chart



End of Exhibit C

## Exhibit D – Project Schedule

Campus Project Manager to insert project schedule:

[Insert Project Schedule]

**End of Exhibit D**

**SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST**

(Bidders requesting a 5% Small Business Preference must sign below and enclose this form with their bid/proposal.

**If your firm is not claiming the small business preference, do not submit this form with your bid/proposal.**

Project No. \_\_\_\_\_

Project Name \_\_\_\_\_

The undersigned hereby requests the small business preference and further certifies under penalty of perjury, that the firm still meets the requirements of the California Code of Regulations, Title 2 section 1896 *et seq.*

**NOTICE TO ALL BIDDERS:** The California Government Code, section 14835 *et seq.* requires that a five percent preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of service, are contained in California Code of Regulations, Title 2 section 1896, *et seq.* A copy of the regulations is available upon request. The small business preference is applied by either 1) factoring 5% if a non-small business low bid total, and subcontracting this amount from the small business total, not to exceed \$50,000, or 2) where award is to be made to the highest scoring bidder based on evaluation factors in addition to price, the preference shall be 5% of the highest responsible bidder's total score.

**If your firm is a Small Business** and wishes to claim the small business preference, which may not exceed \$50,000 for any bid, your firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the Small Business & DVBE Services Branch, in the Procurement Division of the State of California Department of General Services, by 5:00 p.m. on the date bids are opened, and be verified by such office. **Please indicate by checking the box below whether your firm is claiming the preference and is a Small Business.**  Small Business

OR

**If your firm is a Non-Small Business** and wishes to claim the small business preference, your firm must notify the Trustees by signing below, that your firm commits to subcontract at least 25% of its net bid price with one or more small businesses, submit a timely responsive bid, list the small business subcontractors and include name, address, phone number, portion of the work to be performed, and the dollar amount and percentage per subcontractor, and be determined a responsible bidder. **Please indicate by checking the box below whether your firm is claiming the preference and is a Non-Small Business.**  Non-Small Business

Questions regarding the preference approval process should be directed to Small Business & DVBE Services, telephone (800) 559-5529 or (916) 375-4940, address: 707 Third Street, First Floor-Room 400, West Sacramento, CA 95605, or if by mail: P.O. Box 989052, West Sacramento, CA 95798-9052. You can also reach them via email ([osdchelp@dgs.ca.gov](mailto:osdchelp@dgs.ca.gov)) or on the Internet: [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus).

**IMPORTANT NOTICE** (*Read before signing*)

The "Small Business Preference and Certification Request" **must be signed** in the same name style in which the bidder is licensed by the Contractors State License Board. Bidders bidding jointly or as a combination of several business organizations are specially cautioned that such bidders must be jointly licensed and approved in the same form and style in which the bid is executed.

Legal Name Style of Bidder(s): \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_ Date \_\_\_\_\_

In the event the bidder has received assistance in obtaining bonding for this project, it shall set forth below the name and nature of the firm providing such assistance. Should the firm be listed as a subcontractor, bidder shall set forth the percentage of the contract to be performed by the subcontractor.

Name of Firm: \_\_\_\_\_

Is Firm a Listed Subcontractor?  If Yes, indicate Percentage \_\_\_\_\_ or,  No, if not a Listed Subcontractor

*Special attention is directed to California Code of Regulations, Title 2 section 1896.16 for penalties for furnishing incorrect supporting information in obtaining preference.*



**THE CSU OF THE CALIFORNIA STATE UNIVERSITY**  
**Disabled Veteran Business Enterprise (DVBE) Participation Requirement**

1. STATEMENT OF DVBE PARTICIPATION GOAL REQUIREMENT

State law requires that state agencies achieve a goal of three (3) percent participation for disabled veteran business enterprises (DVBE) in state contracts.

Read this document carefully. Failure to comply with the DVBE requirement may cause your bid to be deemed nonresponsive and your firm ineligible for award of this contract.

2. DEFINITIONS

The following definitions have general applicability throughout this document.

- A. CSU as used herein, means the Board of CSU of the California State University and includes any division or campus thereof which has been delegated the authority to enter into contracts on behalf of the CSU, and any person acting under authority of such delegation.
- B. Bidder as used herein means any person or entity making an offer or proposal, competitively or non-competitively, for the purpose of securing the awarding or letting of a contract by the CSU.
- C. Disabled Veteran as used herein means a veteran of the military, naval or air services of the United States with at least a 10 percent service-connected disability who is a resident of the State of California.
- D. Disabled Veteran Business Enterprise (DVBE) as used herein means a business concern certified by the Office of Small Business and DVBE Services Certification Programs.

3. SATISFACTION OF THE DVBE PARTICIPATION GOAL REQUIREMENT

In order to satisfy and be responsive to this requirement, the bidder must meet the DVBE Participation Goal as follows:

A. DVBE Participation Goal Attainment

The three (3) percent Disabled Veteran Business Enterprise (DVBE) Participation Goal is attained when:

- (1) The bidder is not a DVBE and is committed to use DVBEs for not less than three (3) percent of the contract dollar amount; or
- (2) The bidder is a DVBE and committed to performing not less than three (3) percent of the contract dollar amount with its own forces or in combination with those of other DVBEs.

B. Approved Utilization Plan

(1) General

In satisfaction of the DVBE participation goal requirement, State law permits bidders bidding on contracts for materials, supplies, or equipment, including electronic data processing ("EDP") goods and services to submit a DVBE Utilization Plan that has been approved, prior to the final bid due date, by the California State Department of General Services (DGS) Procurement Division in Sacramento. For more information contact DGS. Also see their internet site: <http://www.pd.dgs.ca.gov/Publications/utilization.htm>

AN APPROVED UTILIZATION PLAN MAY NOT BE USED TO SATISFY THE DVBE PARTICIPATION GOAL REQUIREMENT FOR ANY PUBLIC WORKS CONTRACT.

4. DVBE PARTICIPATION GOAL DOCUMENTATION REQUIREMENTS

A. General

The bidder must clearly document how it intends to meet the DVBE participation goal requirement by completing the required forms and (if appropriate) disclosing any relevant information about their planned use of DVBE's.

**B. Required Documentation**

The DVBE documentation forms that must be completed are as follows and instructions for completing the required forms correctly are included to assist the bidder.

(1) DVBE Transmittal Form

Bidders must fill out and attach the DVBE Transmittal Form as a cover sheet to the required documents and submit it and the additional required documentation within the timeframe specified in the bid solicitation, or if not specified therein, within a timeframe otherwise designated by the CSU. All requested DVBE documentation must be completed on the forms provided and submitted with the DVBE Transmittal Form.

(2) Summary of Disabled Veteran Owned Business Participation (Attachment 1)

Attachment 1, Summary of Disabled Veteran Owned Business Participation, must be completed showing the type of work and company proposed for DVBE participation, their subcontractors (if any), and other related information. Complete the form providing the information as follows:

- a. Company Name - list the name of the company proposed for DVBE participation. If the prime contractor is a DVBE, its name must also be listed to receive participation credit.
- b. Nature of Work - identify the proposed work or service to be provided by the listed company.
- c. Contracting With - list the name of the department or company with which the company listed is contracting.
- d. TIER - the contracting tier should be indicated with the following level designations:  
0 = Prime contractor;  
1 = First tier subcontractor/supplier;  
2 = Second tier subcontractor/supplier of first tier subcontractor/ supplier; 3 = Third tier subcontractor/supplier of second tier subcontractor/ supplier; etc.
- e. Claimed DVBE Value - the total dollar amount of the value claimed by a disabled veteran business enterprise.
- f. Percentage of Contract - compute the percentage (%) the claimed DVBE value is of the total contract dollar amount.
- g. DVBE Certification - The bidder must include one copy of the DVBE certification letter from the Office of Small Business Services and DVBE Services Certification Programs for each DVBE firm listed on the Summary of Disabled Veteran Owned Business Participation.

(3) Bidder's Certification (Attachment 2)

The bidder must sign and include the Bidder's Certification, certifying that each firm listed on the Summary of Disabled Veteran Owned Business Participation (Attachment 1) complies with the legal definition of DVBE.

**C. Timeframe for Submitting Documentation**

The DVBE participation documentation must be submitted within the timeframe specified in the bid solicitation, or if not specified therein, within a timeframe otherwise designated by the CSU. Failure to submit full and accurate documentation within the specified or designated timeframe will result in your firm being deemed non-responsive, and thus ineligible for award of the contract.

**5. USE OF PROPOSED DVBE**

If awarded the contract, the successful bidder must use the DVBE subcontractors and/or suppliers proposed in its bid proposal unless it has requested substitution and has received approval of the CSU in compliance with the Subletting and Subcontracting Fair Practices Act.

Failure to adhere to at least the DVBE participation proposed by the successful bidder may be considered a material breach of the contract and cause for contract termination and recovery of damages under the rights and remedies due the CSU under the default section of the contract.

6. REPORTING OF DVBE UTILIZATION

If awarded the contract the successful bidder shall report to the campus, on a periodic basis established in the contract, the dollar amount of DVBE participation.

7. ADDITIONAL DVBE INFORMATION SOURCES

A. For more information regarding DVBE certification, copies of directories or for general DVBE information, contact:

Office of Small Business and DVBE Services, Room 1-400  
P.O. Box 989052,  
West Sacramento, CA 95798-9052 (mailing address)

Office of Small Business and DVBE Services 707 Third Street, First Floor, Room 400  
West Sacramento, CA 95605 (physical address)

Telephone number: (800) 559-5529 or (916) 375-4940 or by fax at (916) 375-4950

Email: [osdchelp@dgs.ca](mailto:osdchelp@dgs.ca)

Or, via the Internet at <http://www.pd.dgs.ca.gov/dvbe/aboutcerts.htm>

8. CONTRACT AUDITS

Contractor agrees that the CSU or its delegate will have the right to obtain, review, and copy all records pertaining to performance of the contract, including but not limited to reports of payments made to subcontractors during the term of a contract. Contractor agrees to provide the CSU or its delegate with any relevant information requested and shall permit the CSU or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this contract.

**THE CSU OF THE CALIFORNIA STATE UNIVERSITY**

**Disabled Veteran Business Enterprise (DVBE) Participation Requirement**

**DVBE Transmittal Form**

The DVBE Transmittal Form is to be attached and used as a cover sheet for the required DVBE documentation that must be submitted within the time frame specified in the bid solicitation.

Campus: XXX

Project Name: XXX

Project Number: XXX

Bid Date: XXX

Name of Contractor Submitting Bid: XXX

---

Please check off the following to insure you have included them in your documentation:

- Attachment 1: Summary of DVBE Participation
- Attachment 2: Bidder's Certification of DVBE Status of Subcontractors and Suppliers
- Attachment of Any Additional Supporting Documentation



I declare under penalty of perjury, under the laws of the State of California, that the information herein is true and correct to the best of my knowledge.

Executed on: \_\_\_\_\_ at \_\_\_\_\_ in the state of \_\_\_\_\_  
Date City

\_\_\_\_\_  
Signature of Contractor or Authorized Agent

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Telephone

**THE CSU OF THE CALIFORNIA STATE UNIVERSITY**

**BIDDER'S CERTIFICATION  
DISABLED VETERAN BUSINESS ENTERPRISE  
STATUS OF SUBCONTRACTORS AND SUPPLIERS**

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a disabled veteran business enterprise complies with the relevant definition set forth in law. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims against the State, Section 10115.10 of the Public Contract Code making it a crime to intentionally make an untrue statement in this certificate, and the provisions of Section 999.9 of the Military and Veterans Code.

\_\_\_\_\_

Date

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_

Title

**Attachment 1**  
**Notice to Proceed – Grant Writing**

Date

Evan Brooks Associates, Inc.  
Hal Suetsuga, President  
750 E. Green Street  
Suite 301  
Pasadena, CA 91101

Dear Hal Suetsuga,

In accordance with the provisions of Master Enabling Agreement Number 20-405 and Agreement Number XXX, you are hereby notified to commence work on (Insert brief description of work cross reference scope of work noted in Exhibit A)

- To begin (Insert start date including Day/Date – (example) Monday, June 1, 2020)
- You are expected to fully-complete work within (Insert # of days – write out and numbers – One Thousand Forty Days 1,040) consecutive calendar days in accordance with your contract completion date of (Insert Completion Date - (example) Tuesday, January 17, 2021).
- Submit the Exhibit E and F for the Small Business Enterprise and Disabled Veteran Business Enterprise participation in this phase of the work.

Service Provider agrees to fully complete authorized services in precise and clearly defined manner. Service will be ready for acceptance by the Trustees, on or before the date as agreed upon and specified in each Project Notice to Proceed Documents. Work will be considered finalized only with written notification from authorized representative of Trustee. Payment for finalized services will be issued to vendor only with such notification.

Sincerely,

Name  
Campus Project Manager  
Department





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/17/2021

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).

<b>PRODUCER</b> Bayshield Insurance Services 1190 S Bascom Ave Ste 140 San Jose, CA 95128	<b>CONTACT NAME:</b> Alex Eshraghi <b>PHONE (A/C No. Ext):</b> 408-840-4402 <b>E-MAIL ADDRESS:</b> alex@bayshieldins.com	<b>FAX (A/C, No):</b> 408-484-1074
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Evan Brooks Associates, Inc 750 E Green St Ste 301 Pasadena, CA 91101	<b>INSURER A:</b> ACE Property and Casualty Insurance Company	
	<b>INSURER B:</b> Sequoia Insurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	D96154483	05/24/2021	05/24/2022	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <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			D96154483	05/24/2021	05/24/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	QWC1157907	05/24/2021	05/24/2022	<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)

**Blanket additional insured applies to the entities listed below per attached Blanket Additional Insured Endorsement when required written agreement.**

Regarding Agreement # 20-405

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.

**CERTIFICATE HOLDER****CANCELLATION**

California State University Office of the Chancellor Construction, Planning, Design & Construction  
 401 Golden Shore  
 Long Beach, CA 90802-4210

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

*Arash Eshraghi*

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – BLANKET COVERAGE INCLUDING PRIMARY / NON-CONTRIBUTORY AND WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name of Additional Insured Person(s) or Organization(s) (Additional Insured):</b>	<b>Location(s) of Covered Operations:</b>
Regarding Agreement # 20-405 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.	

A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. your acts or omissions; or
2. the acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

#### **Additional Insured Contractual Liability**

“bodily injury” or “property damage” for which the additional insured(s) are obligated to pay damages by reason of the assumption of liability in a contract or agreement.

#### **Finished Operations at Work**

“bodily injury” or “property damage” occurring after:

1. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. that portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization.

#### **Negligence of Additional Insured**

“bodily injury” or “property damage” arising directly or indirectly out of the negligence of the additional insured(s).

- C. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended and the following added:

The insurance afforded by this Coverage Part for the additional insured required by a written contract or agreement with the named insured is primary insurance and we will not seek contribution from any other insurance available to that additional insured.

- D. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights Of Recovery Against Others To Us** is amended and the following added:

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage resulting from your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard” if:

- a. you agreed to such waiver;
- b. the waiver is included as part of a written contract or lease; and
- c. such written contract or lease was executed prior to any loss to which this insurance applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
Regarding Agreement # 20-405 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.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Liability** is amended as follows:

**A.** The following is added to Paragraph **C. Who Is An Insured:**

**3.** Any person(s) or organization(s) shown in the Schedule is also an additional insured, 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 in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

- a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1.** Required by the contract or agreement; or
  - 2.** Available under the applicable Limits Of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

The additional premium for this endorsement shall be 2.00% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

**Person or Organization**

**Job Description**

Regarding Agreement # 20-405  
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.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 06/17/2021

Policy No. QWC1157907

Endorsement No. WC 04 03 06

Premium \$

Insured Evan Brooks Associates, Inc

Countersigned by

Insurance Company Sequoia Insurance Company



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2021

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).

<b>PRODUCER</b> <b>CAL Select Business Unit - HUB International Insurance Services Inc.</b> <b>40 East Alamar Avenue</b> <b>Santa Barbara, CA 93105</b>	<b>CONTACT NAME:</b> Karen Hill-Silverman <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> karen.hillsilverman@hubinternational.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <span style="float: right;"><b>NAIC #</b></span> <b>INSURER A :</b> Travelers Casualty & Surety Company of America <b>31194</b> <b>INSURER B :</b> _____ <b>INSURER C :</b> _____ <b>INSURER D :</b> _____ <b>INSURER E :</b> _____ <b>INSURER F :</b> _____

**INSURED**  
**Evan Brooks Associates, Inc.**  
**2824 E Foothill Blvd**  
**Pasadena, CA 91107**

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

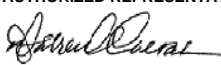
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 \$ _____ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Errors &amp; Omissions</b>			<b>105734155</b>	<b>1/20/2021</b>	<b>1/20/2022</b>	<b>Professional Liab. 2,000,000</b>

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

### CERTIFICATE HOLDER

### CANCELLATION

<b>California State University, Office of the Chancellor</b> <b>Construction, Planning, Design &amp; Construction</b> <b>401 Golden Shore</b> <b>Long Beach, CA 90802</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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