

SERVICE PROVIDER
 TRUSTEES

**AMENDMENT TO
MASTER ENABLING AGREEMENT
PEER REVIEW**

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

<i>Campus, hereafter referred to as Trustees, and</i> California State University, Office of the Chancellor	Amendment No.: 01	Agreement No.: 22-543	Is agreement for Design Professional services: Yes (GP-8b)	Project No.: N/A
<i>Service Provider, hereafter referred to as Service Provider.</i> P2S Engineering, Inc.	CSU Vendor ID No.: 10986	License Number: E12485		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.

This is an Amendment to a Master Enabling Agreement under which each campus and the administrative office of the California State University may engage the services of Service Provider as provided herein.

Campuses and the administrative office shall execute a Service Order and Authorization to Proceed to secure Service Provider's peer review services under this Agreement.

Agreement No. 22-543, dated June 10, 2022 is hereby amended as follows:

- Exhibit C in the original Agreement is hereby deleted and replaced in its entirety with Exhibit C-1, which is attached hereto and incorporated herein.

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 & Transportation, (916) 402-1622.

Trustees of the California State University							Service Provider						
Campus California State University, Office of the Chancellor							Firm Name P2S Engineering, Inc.						
By (Trustees' Authorized Signature)  <small>Lindsey Rowell (Apr 12, 2023 16:29 PDT)</small>							By (Authorized Signature)  <small>Kevin L Peterson (Apr 12, 2023 15:10 PDT)</small>						
Printed Name and Title of Person Signing Lindsey Rowell, Chief of Energy, Sustainability and Transportation							Printed Name and Title of Person Signing Kevin Peterson, President						
Address of Campus Project Administrator 401 Golden Shore; Long Beach, CA 90802							Address of Service Provider 5000 Spring Street, 8th Fl; Long Beach, CA 90815						
SCO Acct	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 \$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 04/26/2023		

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.

**Exhibit ‘C-1’- 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 \$929,000	Negotiated	Negotiated
\$929,000 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	
\$50,000,001 to \$90,000,000	\$22,000.00	
\$90,000,000 to \$130,000,000	\$29,000.00	
\$130,000,001 to \$170,000,000	\$37,000.00	
\$170,000,001 to \$210,000,000	\$45,000.00	

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. The review firm may adjust the fee based on design complexity or quality of design, subject to campus approval.
- D. Extra services, if any, shall be paid in arrears when completed.
- E. Reimbursable expenses, if any, shall be paid in arrears when incurred.
- F. 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-1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2023

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

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

PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com CA DOI License No. 0F06675	CONTACT NAME: Risk Strategies Company PHONE (A/C, No, Ext): 949-242-9240 FAX (A/C, No): E-MAIL ADDRESS: syoung@risk-strategies.com																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Property Casualty Co of America</td> <td></td> <td>25674</td> </tr> <tr> <td>INSURER B: Allmerica Financial Benefit Ins. Co.</td> <td></td> <td>41840</td> </tr> <tr> <td>INSURER C: The Hanover American Insurance Company</td> <td></td> <td>36064</td> </tr> <tr> <td>INSURER D: Travelers Casualty and Surety Co of America</td> <td></td> <td>31194</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Travelers Property Casualty Co of America		25674	INSURER B: Allmerica Financial Benefit Ins. Co.		41840	INSURER C: The Hanover American Insurance Company		36064	INSURER D: Travelers Casualty and Surety Co of America		31194	INSURER E:			INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: 73305569

REVISION NUMBER:

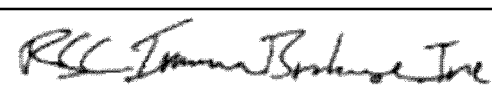
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		6808N700523	7/1/2022	7/1/2023	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 checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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	<input checked="" type="checkbox"/>		AW39122842	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<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 \$0			CUP8N927035	7/1/2022	7/1/2023	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	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 N	N/A	WZ39122627	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			107595089	3/7/2023	3/7/2024	Per Claim: \$5,000,000 Aggregate: \$5,000,000

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

Projects as on file with the insured.
 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**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  RSC Insurance Brokerage
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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSONS OR ORGANIZATIONS:

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

PROJECT/LOCATION OF COVERED OPERATIONS:

Projects as on file with the insured

PROVISIONS

1. The following is added to SECTION II – WHO IS AN INSURED:

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.
- g. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to that additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured shown in the Schedule above is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract with the person or organizations shown in the Schedule above, under which you are required to include that person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

Policy No.: AW39122842

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional “insured” under this Coverage Part, such person or organization is an “insured”; but only to the extent that such person or organization qualifies as an “insured” under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional “insured” under this Coverage Part, the most we will pay on behalf of such additional “insured” is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered “autos”, “insureds”, premiums paid, claims made or vehicles involved in the “accident”, the most we will pay for the total of all damages and “covered pollution cost or expense” combined resulting from any one “accident” is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional “insured” under **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional “insured” as a Named Insured. We will not seek contribution from any other insurance available to the additional “insured” except:

- (1) For the sole negligence of the additional “insured”; or
- (2) For negligence arising out of the ownership, maintenance or use of any “auto” not owned by the additional “insured” or by you, unless that “auto” is a “trailer” connected to an “auto” owned by the additional “insured” or by you; or
- (3) When the additional “insured” is also an additional “insured” under another liability policy.

C. This endorsement will apply only if the “accident” occurs:

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional “insured”.

D. Coverage provided to an additional “insured” will not be broader than coverage provided to any other “insured” under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.