

MASTER ENABLING AGREEMENT 2021-0520

This AGREEMENT is made and entered into this **15th** 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.:
California State Office of the Chancellor	N/A	20-407		N/A
<i>Service Provider, hereafter referred to as Service Provider.</i>	CSU Vendor ID No.:	License Number:	No (GP-8a)	DIR No.:
KTU&A	12732	N/A		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: Grant Writing Services.

This Agreement is a Master Enabling Agreement under which each campus and administrative office of the California State University may engage the specified services as provided herein. Campuses shall execute a Service Order & Authorization to Proceed to secure services for the Scope of Work included as Exhibit A.

The Service Provider shall provide the required services necessary in accordance with the following Riders, which may be awarded as a single project with multiple phases through the Notice to Proceed attachments, which by this reference are incorporated herein and made part of this Agreement.


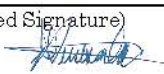
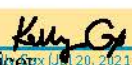
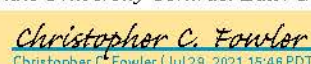
- Rider A – General Provisions, consisting of four (4) pages;
- Rider B – Agreement Specific Provisions, consisting of one (1) page;
- Rider C – Organizational Chart, consisting of one (1) page;
- Rider D – Billing Rates, consisting of one (1) page;
- Rider E – Campus Service Order, consisting of one (1) page;
 - i. Exhibit A: Scope of Work; consisting of one (1) page;
 - ii. Exhibit B: Fee Schedule; consisting of one (1) page;
 - iii. Exhibit C: Organizational Chart; consisting of one (1) page;
 - iv. Exhibit D: Project Schedule; consisting of one (1) page;
 - 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: Notice to Proceed – Grant Writing, consisting of one (1) page.

The term shall begin upon receipt of a fully executed Agreement and written authorization to proceed from the Trustees. The term of this Agreement shall be five (5) years from July 15, 2021 to July 15, 2026, with the option by the Trustees of extending the Agreement with the same terms and conditions for two (2) additional one-year (1-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 or Campus Project Manager. 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 Exhibits herein.

MASTER ENABLING AGREEMENT 2021-0520

Service Provider shall report to the Contract Administrator, Michael Clemson, Carbon Reduction Manager, Capital Planning, Design and Construction, mclemson@calstate.edu, (562) 951-4291.

Trustees of the California State University										Service Provider				
Campus The California State University, Office of the Chancellor										Firm Name KTUA				
By (Trustees' Authorized Signature)  Elvyra San Juan (Jul 20, 2021 09:19 PDT)										By (Authorized Signature) 				
Printed Name and Title of Person Signing Elvyra F. San Juan, Assistant Vice Chancellor										Printed Name and Title of Person Signing Joe Punsalan, Principal Transportation Planner/Grant Reviewer				
Address of Campus Project Administrator 401 Golden Shore; Long Beach, CA 90802-4210										Address of Service Provider 3916 Normal Street; San Diego, CA 92103				
SCO Acct Data:	Fund	Sub Fund	Agency	Yr.	Ref/Item	Category	Program	Element	Component	Chapter	Fiscal Yr.	Legal Ref.		
											21-26			
Fund Name				PS Account		PS Fund		PS Dept. ID		PS Program		PS Class	PS Project/Grant	
Amount Encumbered \$0.00				I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.										
Amount of Increase \$0.00				 Signature of Accounting Officer (Jul 20, 2021 14:51 PDT) <div style="float: right;">07/20/2021 Date</div>										
Amount of Decrease \$0.00				I hereby certify that I have examined the written Agreement and find the same to be in accordance with the requirements of California State University Contract Law. G. ANDREW JONES, General Counsel										
Total Amount Encumbered \$0.00				By Attorney  Christopher C. Fowler (Jul 29, 2021 15:46 PDT) <div style="float: right;">07/29/2021 Date</div>										

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

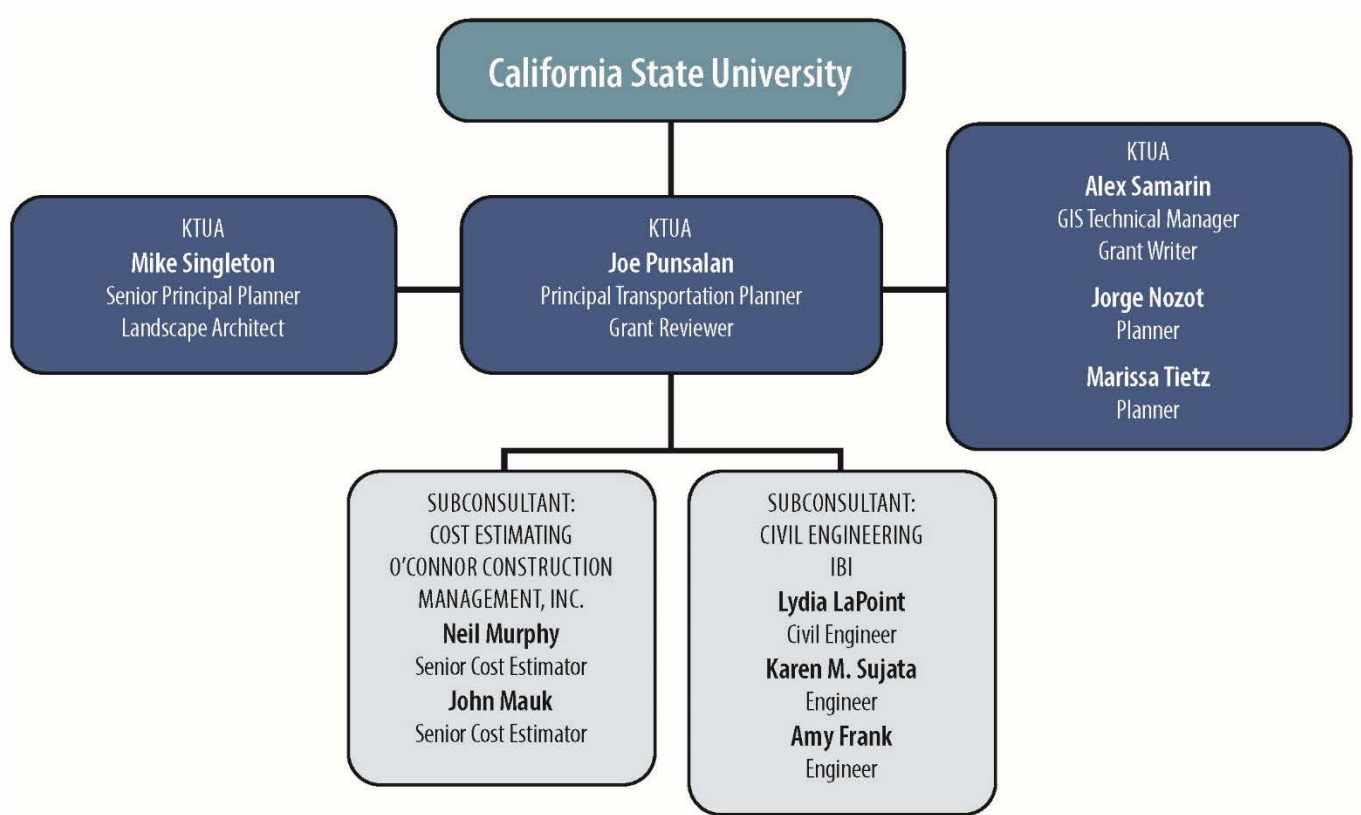
Rider B

Agreement Specific Provisions

1. **Capability of Staff:** The Service Provider shall maintain a staff of competent professionals capable of providing:
Grant Writing 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



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.

Transportation and Circulation Plan - 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	N/A	N/A	N/A	N/A	N/A	N/A
Transportation Feasibility Study - 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	N/A	N/A	N/A	N/A	N/A	N/A
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						
Principal Transportation Planner	TBD	\$ 175.00	\$ 180.25	\$ 185.66	\$ 191.23	\$ 196.96
Senior Transportation Planner	TBD	\$ 165.00	\$ 169.95	\$ 175.05	\$ 180.30	\$ 185.71
Associate Planner/Outreach Facilitator	TBD	\$ 135.00	\$ 139.05	\$ 143.22	\$ 147.52	\$ 151.94
GIS Analyst	TBD	\$ 120.00	\$ 123.60	\$ 127.31	\$ 131.13	\$ 135.06
Planner	TBD	\$ 115.00	\$ 118.45	\$ 122.00	\$ 125.66	\$ 129.43
Project Manager - Civil Engineering/Costing	TBD	\$ 165.32	\$ 169.45	\$ 173.69	\$ 178.03	\$ 182.48
Lead Civil Engineer	TBD	\$ 119.74	\$ 122.73	\$ 125.80	\$ 128.95	\$ 132.17
Civil Engineer	TBD	\$ 133.34	\$ 136.67	\$ 140.09	\$ 143.59	\$ 147.18
Senior Cost Estimator	TBD	\$ 155.00	\$ 155.00	\$ 159.65	\$ 159.65	\$ 164.44
Design 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	N/A	N/A	N/A	N/A	N/A	N/A
Other Transportation Planning Services	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	N/A	N/A	N/A	N/A	N/A	N/A

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]

KTU&A
Joe Punsalan, Principal Transportation Planner
Grant Reviewer
joe@ktua.com
3916 Normal Street
San Diego, CA 92103

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 20-407 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 KTU&A 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.

KTU&A will receive no more than XXXX

Please be sure to note

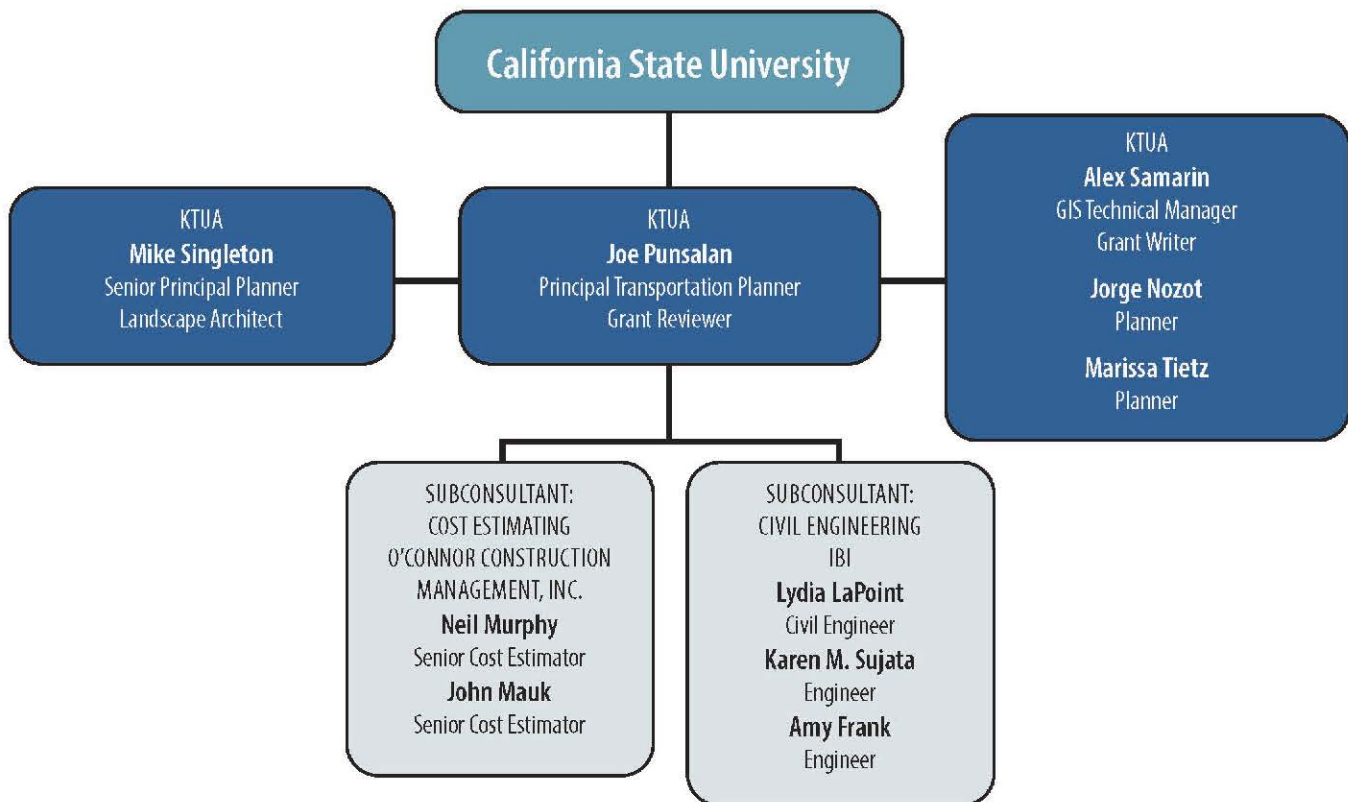
Time and Material Not to Exceed Choose an item.

Lumps Sum Payment Choose an item.

Payment Schedule Choose an item.

End of Exhibit B

Exhibit C – Organization 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) or on the Internet: 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.

Exhibit F
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

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

SUMMARY OF DISABLED VETERAN OWNED BUSINESS PARTICIPATION

[illegible]

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

KTU&A

Joe Punsalan, Principal Transportation Planner

& Grant Reviewer

joe@ktua.com

3916 Normal Street

San Diego, CA 92103

Dear Mr. Punsalan,

In accordance with the provisions of Master Enabling Agreement Number 20-407 and Campus 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.

KTU&A 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)

9/1/2021

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 Cavnagac 451 A Street, Suite 1800 San Diego CA 92101	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 619-744-0574 E-MAIL ADDRESS: certificates@cavnagac.com	FAX (A/C, No): 619-234-8601
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property Casualty Company of America		25674
INSURER B: Berkley Insurance Company		32603
INSURER C: Travelers Indemnity Co of Conn		25682
INSURER D: Property & Casualty Ins. Co. of Hartford		34690
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 171217109**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 <input checked="" type="checkbox"/> Cross Liab <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		6801H979452	9/1/2021	9/1/2022	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 \$
C	<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 <input checked="" type="checkbox"/> NoOwnedAutos	Y		BA2S035976	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	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 / A	72WEGGG6436	9/1/2021	9/1/2022	<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
B	Professional Liability			AEC904730306	9/1/2021	9/1/2022	Each 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)

Re: Contract 20-407. Additional Insured coverage applies to General Liability and Automobile Liability for California State University Office of the Chancellor, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents per policy form. Professional Liability - Claims made form, defense costs included within limit.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – DESIGNATED ADDITIONAL INSUREDS – PRIMARY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF DESIGNATED ADDITIONAL INSUREDS

CALIFORNIA STATE UNIVERSITY OFFICE OF THE
CHANCELLOR, THE STATE OF CALIFORNIA, THE
TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY,
THE UNIVERSITY, THEIR OFFICERS, EMPLOYEES,
REPRESENTATIVES, VOLUNTEERS, AND AGENTS. 401
GOLDEN SHORE LONG BEACH CA 90802 RE:
CONTRACT 20-407

PROVISIONS

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

The insurance afforded under this Coverage Part to any additional insured shown in the Schedule Of

Designated Additional Insureds is primary to any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

SCHEDULE

Name Of Person(s) Or Organization(s):

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

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Cov-

ered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.