

**MASTER ENABLING AGREEMENT** (04/2021)

This AGREEMENT is made and entered into this **1** 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> <b>The California State University, Office of the Chancellor</b>	Amendment No.: <b>N/A</b>	Agreement No.: <b>20-476</b>	Project No.: <b>Systemwide</b>
<i>Service Provider, hereafter referred to as Service Provider.</i> <b>Brailsford &amp; Dunlavey, Inc.</b>	Telephone No.: <b>(949) 861-8340</b>	CO Vendor ID No.:	License or DIR No.:

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: **Real Estate Financial Advisory Services** for the California State University (CSU) development projects. 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. CSU Auxiliary Organizations may also utilize this MEA for services under the terms set forth in this Service Agreement. Campuses or CSU Auxiliary Organizations shall execute a Service Order & Authorization 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 – Agreement General Provisions, consisting of four (4) pages;
- Rider B – Agreement Specific Provisions, consisting of two (2) pages;
- Rider C – Organizational Chart, consisting of one (1) page;
- Rider D – Billing Rates, consisting of one (1) page;
- Rider E – Sample Service Order, consisting of one (1) page; and
- Rider F – Sample Work Scope, 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 shall end upon the acceptance of completion by the Trustees. The term of this Agreement shall be from July 1, 2021 to June 30, 2022, with the option by CSU of extending the Agreement with the same terms and conditions for two (2) additional three-year periods.

The Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the Trustees' Representative, CSU Auxiliary Representative or University Project Administrator. 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 herein. The Service Provider shall report notice of hiring for a project with a brief description of the project to the Contract Administrator Francis X. Freire, Director of Real Estate Development, Capital Planning, Design and Construction (CPDC) in the California State University, Office of the Chancellor, Long Beach, CA 90802, (562) 951-4204, [ffreire@calstate.edu](mailto:ffreire@calstate.edu).

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other 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.

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

Trustees of the California State University			Service Provider			
Campus <b>California State University, Office of the Chancellor</b>			Firm Name <b>Brailsford &amp; Dunlavey, Inc.</b>			
By (Trustees' Authorized Signature) <i>Amy Forte</i> <small>Amy Forte (Jun 7, 2021 12:10 PDT)</small> <b>06/07/2021</b>			By (Authorized Signature) <i>Jeff D. Turner</i> <b>06/06/2021</b>			
Printed Name and Title of Person Signing <b>Elvyra F. San Juan, Assistant Vice Chancellor</b>			Printed Name and Title of Person Signing <b>Jeff Turner, Executive Vice President</b>			
Address of Campus Project Administrator <b>401 Golden Shore, Long Beach, CA 90802</b>			Address of Service Provider <b>535 Anton Boulevard, Suite 850, Costa Mesa, CA 92626</b>			
Fund Name <b>TF – Capital Project Management</b>	PS Account <b>613001</b>	PS Fund <b>485C1</b>	PS Dept. ID <b>1089</b>	PS Program	PS Class	PS Project/Grant
Amount Encumbered <b>\$0</b>	I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.					<i>Kelly Cox</i> <small>Kelly Cox (Jun 7, 2021 11:28 PDT)</small>
Amount of Increase <b>\$0</b>	Signature of Accounting Officer					Date
Amount of Decrease <b>\$0</b>	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 <b>\$0</b>	By Attorney <i>Christopher C. Fowler</i> <small>Christopher C. Fowler (Jun 15, 2021 10:01 PDT)</small>			<b>06/15/2021</b> Date		

## Rider A - Agreement General Provisions

1. Trustees (or CSU Auxiliary) agree to pay for the services and materials to be furnished by Service Provider as provided by this Agreement. Payment in arrears shall be made upon Service Provider's completion of the services required by this Agreement to the satisfaction of the Trustees (or CSU Auxiliary) and upon Service Provider's submission of billings as shall be prescribed by the Trustees (or CSU Auxiliary).
2. Service Provider, in the performance of this Agreement, is an independent contractor and is not an employee, agent, or officer of the Trustees (or CSU Auxiliary).
3. Trustees may cancel this Agreement should Service Provider fail to perform as herein provided. In the event of such cancellation, Trustees shall be relieved of the obligation to make any payment to Service Provider and Trustees (or CSU Auxiliary) may proceed with the work in any manner the Trustees (or CSU Auxiliary) deem proper.
4. Trustees may terminate this Agreement either upon giving fifteen (15) days written notice or upon the immediate notice with payment of \$25.00 to Service Provider. Payment shall be complete by mailing payment to Service Provider at the address appearing on the face of this Agreement. In the event of such termination, Service Provider shall be paid only for the work satisfactorily completed.
5. Service Provider shall not assign benefits or delegate duties under this Agreement in whole or in part without the prior written approval of the Trustees. Thus, Service Provider may not assign any moneys due or to become due hereunder without the written consent of Trustees.
6. 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.
7. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. Oral understandings or other agreements not incorporated herein shall not be binding.
8. Trustees (or CSU Auxiliary) 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 (or CSU Auxiliary) shall pay Service Provider an amount for such services as provided in this Agreement, or if not so provided, Trustees (or CSU Auxiliary) shall pay Service Provider a reasonable amount, which shall be agreed upon by the parties.
9. Any notice, which may be proper or necessary for either of the parties hereto to serve on the other, in case of Trustees (or CSU Auxiliary), may be served effectually upon Trustees (or CSU Auxiliary) by delivering it in writing, addressed to the Trustees of the California State University, attention of the official executing this Agreement for Trustees, at CSU Office of the Chancellor, 401 Golden Shore, Long Beach, CA 90802, or by depositing it in a United States mail deposit box with first class postage thereon fully prepaid and addressed to Trustees at the above-mentioned address. If a CSU Auxiliary Organization utilizes this MEA, it will also be served to them directly. In the case of Service Provider, notice may be served effectually upon Service Provider by delivering it in writing to Service Provider at the address appearing on the first page of this Agreement or depositing it in a United States mail deposit box with first class postage thereon fully prepaid, and addressed to Service Provider at the Service Provider's above-mentioned address. Any notice may also be served effectually by delivering or mailing it, as in this section provided, addressed to Trustees (or CSU Auxiliary) or Service Provider at any other place or places which Trustees (or CSU Auxiliary) or Service Provider, by written notice served upon the other, may designate, provided, however, that nothing herein shall preclude the giving of notice by personal service.
10. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, physical handicap, medical condition, or marital status. The Service Provider will take action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, national origin, physical handicap, medical condition, or marital status as prohibited by the California Fair Employment and Housing Act (Government Code Section 12900 *et seq.*).
11. 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).
12. The following provisions relate to Conflict of Interest:
  - (A) Service Provider shall act in the best interest of Trustees (or CSU Auxiliary) at all times during the performance of this Agreement. Service Provider shall not engage in any business dealings that may be in actual or potential conflict with the performance of this Agreement without the prior written approval of Trustees (or CSU Auxiliary).

- (B) Should any actual or potential conflicts of interest arise that could impact Service Provider's ability to act in the best interest of Trustees (or CSU Auxiliary), Service Provider agrees to immediately disclose the actual or potential conflict of interest to Trustees (or CSU Auxiliary) for evaluation.
- (C) Service Provider agrees that it will not submit a bid for the provision of services, the procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this consulting Agreement except as authorized by law. (Public Contract Code Section 10830).
13. The report, survey, or other product developed by Service Provider pursuant to this Agreement is the property of Trustees (or CSU Auxiliary), and shall not be used in any manner by Service Provider unless authorized by Trustees (or CSU Auxiliary).
14. In executing this service agreement, Service Provider swears, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against Service Provider within the immediately preceding two-year (2) period because of Service Provider's failure to comply with an order of a federal court which orders Service Provider to comply with an order of the National Labor Relations Board. Trustees (or CSU Auxiliary) may rescind this contract if Service Provider falsely swears to this statement (Public Contract Code Section 10296).
15. 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 for a period of three (3) years after final payment under the Agreement. This examination and audit shall be confined to those matters connected with the performance of this contract, including, but not limited to, the cost of administering this Agreement (Government Code Section 8546.7).
16. 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.
17. Responsive to direction from the State Legislature (Public Contract Code Section 10115 *et seq.*), the Trustees (or CSU Auxiliary) are seeking to increase the statewide participation of disabled veteran business enterprises in contract awards. To this end, Service Provider shall inform the Trustees (or CSU Auxiliary) of any contractual arrangements with consultants or suppliers that are certified disabled veteran business enterprises.
18. 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.
19. 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.*).
20. The Service Provider shall not commence work until it has obtained all the insurance required in this Article, and such insurance has been approved by the Trustees (or CSU Auxiliary).
- A. Service Provider shall obtain and maintain the following policies and coverage. The insurance furnished by the Service Provider under this Article shall provide coverage in amounts not less than the following, unless a different amount is stated on the Cover Page of this Agreement:
    - (1) Comprehensive or Commercial Form General Liability Insurance: on an occurrence basis, covering work done or to be done by or on behalf of the Service Provider and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work. Limits of Liability:

\$2,000,000.00	General Aggregate
\$1,000,000.00	Each Occurrence—combined single limit for bodily injury and property damage.

- (2) Business Automobile Liability Insurance: on an occurrence basis, covering owned, scheduled, hired, and non owned automobiles used by or on behalf of the Service Provider and providing insurance for bodily injury, property damage, and contractual liability. Limits of Liability:  
\$1,000,000.00 Each Accident—combined single limit for bodily injury and property damage.
  - (3) Workers' Compensation: including Employers Liability limits of \$1,000,000.00 and other limits as required under California law.
  - (4) 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 errors and omissions in the amount of \$1,000,000.00 each occurrence. At a minimum, Service Provider shall obtain and maintain errors and omissions insurance on a claims-made basis for no less than \$1,000,000.00 each claim and \$2,000,000.00 annual aggregate, and certification of coverage shall be submitted to the Trustees (or CSU Auxiliary) upon signing of this Agreement. If the total contract amount exceeds \$1,000,000, Service Provider shall renew and keep such insurance in effect for at least five (5) years after the recordation of the notice of completion.
- B. Service Provider shall submit to the Trustees (or CSU Auxiliary) certificates of insurance and original endorsements to the policies of insurance required by the agreement as evidence of the insurance coverage. The scope of coverage and deductible shall be shown on the certificate of insurance. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the Trustees (or CSU Auxiliary), as specified in Section 19-C (3). Renewal certifications and endorsements shall be timely filed by the Service Provider for all coverage until the work is accepted as complete. The Trustees (or CSU Auxiliary) reserve the right to require the Service Provider to furnish the Trustees (or CSU Auxiliary) complete, certified copies of all required insurance policies. The Service Provider shall notify the Trustees (or CSU Auxiliary) in writing of any material change in insurance coverage.
- C. The insurance policies shall contain, or be endorsed to contain, the following provisions:
- (1) For the general and automobile liability policies, the State of California, the Trustees of the California State University, the University, (or CSU Auxiliary), their officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.
  - (2) For any 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, (or CSU Auxiliary), the University, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, (or CSU Auxiliary), 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) Each insurance policy required by this Article shall state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Trustees (or CSU Auxiliary).
  - (4) The State of California, the Trustees of the California State University, (or CSU Auxiliary), 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. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A:VII or equivalent carrier otherwise acceptable to the Trustees (or CSU Auxiliary).
- E. Miscellaneous:
- (1) Any deductible under any policy of insurance required in this Article shall be Service Provider's liability.
  - (2) Acceptance of certificates of insurance by the Trustees (or CSU Auxiliary) shall not limit the Service Provider's liability under the agreement.
  - (3) In the event the Service Provider does not comply with these insurance requirements, the Trustees (or CSU Auxiliary) may, at its option, provide insurance coverage to protect the Trustees (or CSU Auxiliary). The Service Provider shall pay the cost of the insurance and, if prompt payment is not received by the insurance carrier from the Service Provider, the Trustees (or CSU Auxiliary) may pay for the insurance from agreement sums otherwise due the Service Provider.
  - (4) If the Trustees (or CSU Auxiliary) are damaged by the failure of Service Provider to provide or maintain the required insurance, the Service Provider shall pay the Trustees (or CSU Auxiliary) for all such damages.
  - (5) The Service Provider's obligations to obtain and maintain all required insurance are non-delegable duties under this agreement.
21. The Service Provider agrees to hold harmless, defend, and indemnify the State of California, the Trustees (or CSU Auxiliary) 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, 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.

22. In accordance with Labor Code Section 1720, Service Provider must pay employees the minimum prevailing rate wages for inspection, surveying, or similar work during the design, preconstruction, and construction phases of a public works project.

**End of Rider A**

## Rider B – Agreement Specific Provisions

- 1.0. Description of Services: The Service Provider shall provide advisory and consulting services as set forth in Rider E. The Service Provider agrees that should it perform work outside the scope of this Agreement, as such may be amended from time to time, such work shall be deemed a gratuitous effort by the Service Provider and Service Provider shall have no claim to any compensation for such work unless the authorized signatory for University or CSU Auxiliary staff have agreed in writing to pay for such work.
- 2.0. Standard of Care: The Service Provider acknowledges that this MEA is administered by the Contract Administrator in the California State University Office of the Chancellor. Service Provider shall keep both the Contract Administrator and any CSU Auxiliary Representative or University Project Administrator who enter into a campus or project specific scope of work based off this MEA equally apprised of Service Provider's efforts and services being rendered under this MEA and any campus or project specific scope of work. Additionally, Service Provider shall promptly advise the Contract Administrator within a reasonable time after actual or constructive knowledge of an actual or potential conflict of interest that may arise or has arisen during Service Provider's performance of services hereunder. When such actual or perceived conflict of interest exists, Service Provider must obtain the Contract Administrator's written approval to continue providing services notwithstanding the actual or apparent conflict.

The Service Provider shall maintain a staff of competent professionals capable of providing advisory services. All work performed by the Service Provider shall be subject to review and approval of the Contract Administrator or his or her designated representative at all times.

- 3.0. Authorization of Work:

Individual campuses may participate in this Agreement. Only the University or CSU Auxiliary Project Administrator (CSU Office of the Chancellor staff, campus staff, or CSU Auxiliary staff) may authorize a specific scope of work under this Agreement. The Service Provider agrees that no purchase order or scope of work for services by the University or CSU Auxiliary shall be executed without prior review and approval of the scope of work by the Contract Administrator.

The University or Auxiliary Project Administrator shall issue a Service Order Authorization to authorize work to the 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.

- 4.0. Inspection and Final Acceptance.

The Trustees may inspect and accept or reject any of the Service Provider's work under this Agreement, either during performance or when completed. Upon completion of performance of any services hereunder, the Trustees may reject any such work within sixty (60) days following the Trustees' receipt of such work by giving written notice to the Service Provider, otherwise such work shall be deemed accepted. Acceptance of any of the Service Provider's work by the Trustees shall not constitute a waiver of any provision of this MEA, including but not limited to the insurance and indemnity provisions herein.

- 5.0. Extra Services:

Extra services will require pre-authorization in writing by the Trustees (or CSU Auxiliary) and are authorized as a separate Service Order Authorization.

- 6.0. Work Reporting:

The Service Provider shall submit an annual report on August 1 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: Campus; project name; type of assignment; current status; and service order value. In addition, the Service Provider will notify the Trustees' (and CSU Auxiliary, when applicable) Representative 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 or CSU Auxiliaries, and any general market updates in the public-private partnership (P3) industry. The Service Provider shall also make contact with the campuses or CSU Auxiliaries to identify model practices in the use of the Master Enabling Agreement in the analysis and implementation of CSU P3 projects.

The advisory scope of work, report and copies of deliverables (if requested) shall be sent to the Contract Administrator Francis X. Freire, Director of Real Estate Development, Capital Planning, Design and Construction, The California State University, Office of the Chancellor, 401 Golden Shore, 4th Floor, Long Beach, California 90802, [ffreire@calstate.edu](mailto:ffreire@calstate.edu).

7.0. 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 services under this Agreement.

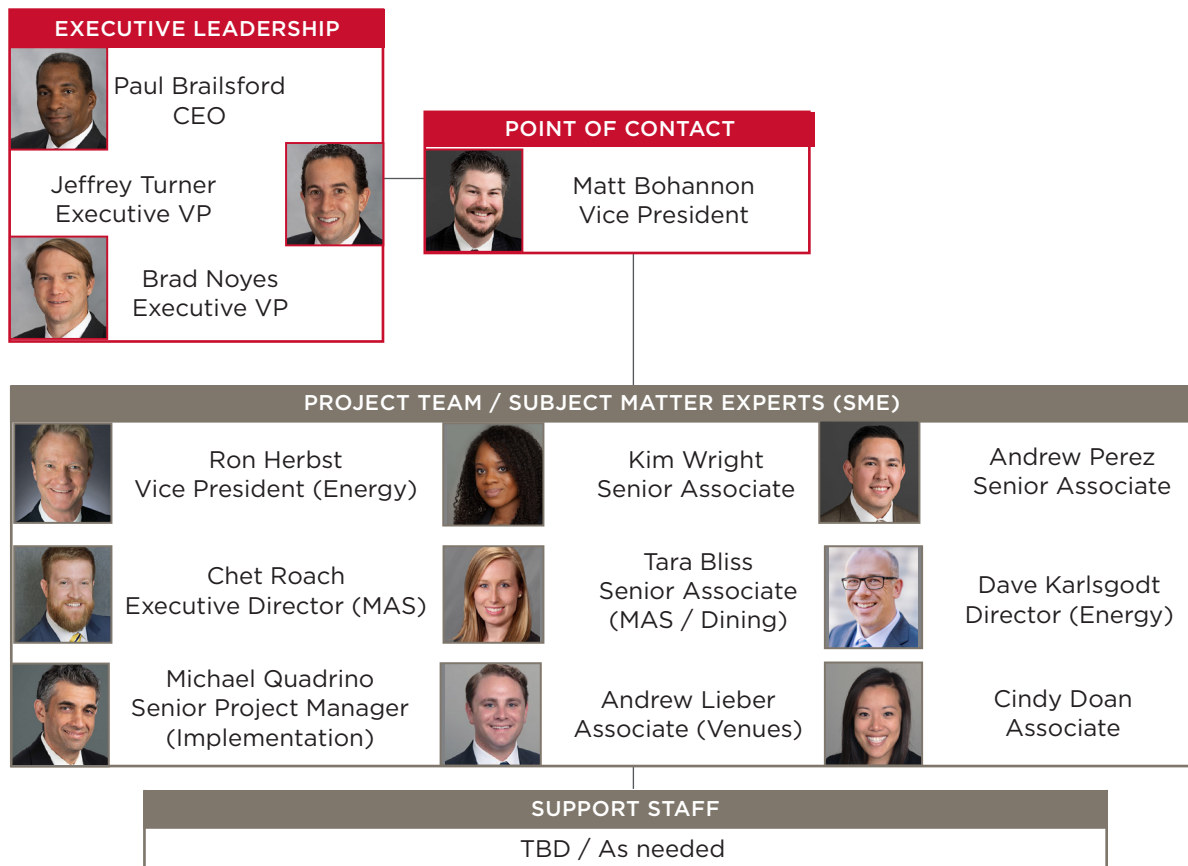
Unless otherwise stated in the Service Order, in addition to the fees for services, the Trustees (or CSU Auxiliary) will reimburse certain project-related expenditures.

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 (or CSU Auxiliary) are 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 deliverables to campus are reimbursable.

**End of Rider B**

# Rider C - Organizational Chart



## Key Staff and Responsibilities/Expertise

NAME	ROLE	SPECIALTY(IES)	PROJECT DEFINITION/ MARKET RESEARCH	FINANCIAL ANALYSIS	P3 ADVISORY SERVICES	FINANCE & TRANSACTION ADVISORY SERVICES	ENERGY & UTILITY INFRASTRUCTURE	DEVELOPMENT ADVISORY SERVICES	PROGRAM MANAGEMENT SERVICES
Paul Brailsford	Executive	Strategic Leadership	✓	✓	✓	✓	✓	✓	✓
Jeffrey Turner	Lead Executive	Strategic Leadership	✓	✓	✓	✓	✓	✓	✓
Brad Noyes	Executive	Strategic Leadership	✓	✓	✓	✓	✓	✓	✓
<b>Matt Bohannon</b>	<b>CSU Point of Contact</b>	Auxiliary Enterprises & Assets; Program Management; Development Advisory	✓	✓	✓	✓		✓	✓
Ron Herbst	Project Team/SME	Energy Management & Advisory Services	✓	✓	✓		✓	✓	
Chet Roach	Project Team/SME	Auxiliary Enterprises & Assets; Program Management; Development Advisory	✓	✓	✓	✓	✓	✓	✓
Dave Karlsgodt	Project Team/SME	Energy Management & Advisory Services	✓	✓	✓		✓	✓	
Kim Wright	Project Team/SME	Housing (Student & Enterprise); Development Advisory	✓	✓	✓			✓	
Mike Quadrino	Project Team/SME	Program Management	✓	✓	✓				✓
Andrew Perez	Project Team/SME	Housing; Unions; Recreation; Real Estate Development/ Monetization	✓	✓	✓	✓		✓	✓
Tara Bliss	Project Team/SME	Management; Dining/Retail; Outsourcing/In-sourcing Services	✓	✓	✓	✓			
Andrew Lieber	Project Team/SME	Athletics; Events; Recreation;	✓	✓	✓	✓		✓	
Cindy Doan	Project Team/SME	Housing; Unions; Recreation	✓	✓	✓	✓			



## Rider D - Billing Rates

### Brailsford & Dunlavey, Inc. 2021 Hourly Billing Rates

Title	Rate
Administrative Assistant	\$90
Project Assistant	\$130
Coordinator	\$150
Intern	\$190
Project Analyst	\$205
Senior Analyst/Assistant Project Manager	\$215
Functional Director	\$230
Associate/Project Manager	\$245
Senior Associate/Senior Project Manager	\$285
Director/Regional Vice President	\$330
Executive Director/Vice President	\$365
Senior Vice President	\$430
Executive Vice President	\$460
CEO / President	\$560

### Brailsford & Dunlavey's CA Office Locations

#### *Southern California*

535 Anton Blvd.  
Suite 850  
Costa Mesa, CA 92626

#### *Northern California*

1 Sutter Street  
Suite 950  
San Francisco, CA 94104

**Rider E – Sample Service Order**

**THE CALIFORNIA STATE UNIVERSITY**

**Real Estate Financial Advisory Services Master Enabling Agreement  
*Service Order & Authorization to Proceed***

[Date]

To: Brailsford & Dunlavey, Inc.  
535 Anton Boulevard, Suite 850  
Costa Mesa, CA 92626

Subject: [Project Name], [Project Number]  
[Campus]  
Provide Service Order & Authorization to Proceed Number: [insert]

In accordance with the provisions of the Systemwide Master Enabling Agreement Number 20-476, you are hereby authorized to provide Real Estate Financial Advisory services for California State University development projects.

The Service Provider shall not perform services in excess of this Service Order without prior written authorization to proceed from the University. The Service Provider will comply with Rider A/Section 12 (Conflict of Interest) provisions and will not share confidential information without the prior written approval of Trustees (or CSU Auxiliary).

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. To invoice, submit a single signed invoice per project. On each invoice identify the Agreement Number and Service Order & Authorization to Proceed Number. 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, Schedule, and Fee

c: Francis Freire, Director Real Estate Development, Chancellor's Office  
File

## Rider F – Sample Work Scope

Services that may be provided [*depending on assignment*] include, but are not limited to:

### A. Real Estate Financial Advisory Services

1. Services that may be provided include, but are not limited to:
  - a. Develop general understanding of the CSU policies relating to the debt management and financing and capital planning
  - b. Market demand study relating to proposed P3 projects.
  - c. Assess CSU's project goals and priorities, financial requirements and timeline for development of capital facilities through alternative delivery method under public-private partnerships.
  - d. Perform comparative analysis of the feasibility and viability of the proposed projects under the traditional university model versus the alternative P3 model.
  - e. Perform feasibility analysis through evaluation of risks and rewards, pros and cons, cost and benefits provided by the P3 projects.
  - f. Determine whether the P3 project purpose, financial risks and rewards, and financial structure comport with the CSU goals and objectives, higher education core mission and policies.
  - g. Perform residual land value analysis and evaluate ground lease structure and ground rental payments proposed by private development partner to determine whether the net present value of ground rental payments is at fair market value.
  - h. Evaluate capital planning scenarios and options, including potential sale, lease and development of real properties.
  - i. Develop a pro forma analysis (i.e. financial structure (private debt-equity), discounted cash flow analysis and profitability analysis of the developer's return on capital, internal rate of return, etc.
  - j. Evaluate private funding sources, including 100% developer equity, qualified (501(c)3 bonds) bonds, private placement debt, etc.
  - k. Prepare Request for Qualifications and Request for Proposals for sale, lease and development projects.
  - l. Evaluate developer or owner's representative qualifications, financial strength and capability.
  - m. Assist CSU in ongoing negotiations with the selected developer or owner's representative.
2. Other Requirements:
  - a. Advisors shall have knowledge of the real estate markets.
  - b. Regional, area, and neighborhood analyses are to include economic trends regarding employment, income levels, population data, household size, housing statistics, nearby support facilities (e.g. schools, retail), transportation linkages, traffic counts, development density, and condition of surrounding properties. Data sources for these analyses should include local real estate market participants and internal and external reports.
  - c. Real estate data collected and analyzed to include occupancy levels, absorption rates, construction supply pipeline, rental rates, operating expenses, tenant improvement allowances, leasing commissions, capitalization rates, and marketing/exposure periods for similar properties.

### B. Contract Administration Process

1. Service Order Process. When the advisory services are required, price quotes for a service order will be requested from one or more firms with master enabling agreements with CSU. Each firm will provide a separate written, signed price quote for each new service order. Service Provider's price quotes must include the following:
  - a. Service Provider's suggested approach(es) to be used for the advisory.
  - b. A complete list of any assumptions or limiting conditions that will apply to the advisory.
  - c. A list of Service Provider's personnel and Subcontractors, if any, identified by name, title, area of expertise and hourly rate, that will be assigned to perform the advisory.
  - d. A list of advisories performed in the local market.
  - e. If requested, a detailed Work Plan and a schedule of critical path responsibilities, describing the work to be undertaken and identifying individuals and resources necessary for the performance of the work in accordance with the schedule. (if applicable)
  - f. A not-to-exceed amount for the services necessary to provide the advisory, including the price based upon the hourly rates.
  - g. A firm fixed price for any permitted reimbursable expenses necessary to provide the advisory.

**End of Rider F**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/6/2021

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.

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.

PRODUCER: Ames & Gough, 8300 Greensboro Drive, Suite 980, McLean, VA 22102
CONTACT NAME: admin@amesgough.com
INSURER(S) AFFORDING COVERAGE: RLI Insurance Company A+, XI (13056), Continental Insurance Company A(XV) (35289), Admiral Insurance Company (24856)

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability (PSB0003063), Automobile Liability (PSA0001125), Umbrella Liability (6045827331), Workers Compensation (PSW0001703), and Professional Liability (EO00000972-24).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The State of California, the Trustees of the California State University, the University, (or CSU Auxiliary), their officers, employees, representatives, volunteers, and agents are included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract.

CERTIFICATE HOLDER: California State University, Office of the Chancellor, 401 Golden Shore, Long Beach, CA 90802-4210
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: [Signature]