

SERVICE PROVIDER  
 TRUSTEES



## MASTER ENABLING AGREEMENT 2021-0520

For use on any CSU project.

This AGREEMENT is made and entered into this 15<sup>th</sup> day of July 2021 pursuant to the Public Contract Code 10700, et seq., by and between the Trustees of the California State University on behalf of

<i>Campus, hereafter referred to as Trustees, and</i>	Amendment No.:	Agreement No.:	Is agreement for Design Professional services:	Project No.:
<b>California State University Office of the Chancellor</b>	<b>N/A</b>	<b>20-400</b>		<b>N/A</b>
<i>Service Provider, hereafter referred to as Service Provider.</i>	CSU Vendor ID No.:	License Number:	Yes (GP-8b)	DIR No.:
<b>Alta Planning + Design, Inc.</b>	<b>12714</b>	<b>4220</b>		<b>N/A</b>

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

- Grant Writing services;
- Parking Feasibility Study preparation;
- Transportation Design services;
- Transportation Planning services.

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

- Rider A – General Provisions, consisting of four (4) pages;
- Rider B – Agreement Specific Provisions, consisting of one (1) page;
- Rider C – Organizational Chart, consisting of one (1) page;
- Rider D – Billing Rates, consisting of six (6) pages;
- 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


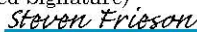


- Attachment 1: Template Notice to Proceed to Transportation Demand Management Plan, consisting of one (1) page;
- Attachment 2: Template Notice to Proceed to Parking Feasibility Study, consisting of one (1) page;
- Attachment 3: Template Notice to Proceed to Grant Writing, consisting of one (1) page;
- Attachment 4: Template Notice to Proceed to Transportation Project Design, consisting of one (1) page.

The term shall begin upon receipt of a fully-executed Agreement from the Trustees. The term shall end upon the acceptance of completion by the Trustees. The term of this Agreement shall be from July 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 periods. Work elements started during the term shall continue to their completion and acceptance by the Trustees.

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

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

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

<b>Trustees of the California State University</b>						<b>Service Provider</b>						
Campus <b>The California State University, Office of the Chancellor</b>						Firm Name <b>Alta Planning + Design, Inc.</b>						
By (Trustees' Authorized Signature)  <u>Elvyra San Juan</u> (Jul 14, 2021 08:24 PDT)						By (Authorized Signature)  <u>Steven Frieson</u> (Jul 13, 2021 16:36 PDT)						
Printed Name and Title of Person Signing <b>Elvyra F. San Juan, Assistant Vice Chancellor Capital Planning</b>						Printed Name and Title of Person Signing <b>Steven Frieson, Principal, Chief Operating Officer</b>						
Address of Campus Project Administrator <b>401 Golden Shore; Long Beach, CA 90802-4210</b>						Address of Service Provider <b>617 W 7th Street, Suite 1103; Los Angeles, CA 90017</b>						
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 <b>\$0.00</b>		<i>I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.</i>										
Amount of Increase <b>\$0.00</b>		Signature of Accounting Officer  <u>Kelly G</u> (Jul 15, 2021 13:57 PDT)									Date <b>07/15/2021</b>	
Amount of Decrease <b>\$0.00</b>		<i>I hereby certify that I have examined the written Agreement and find the same to be in accordance with the requirements of California State University Contract Law. G. ANDREW JONES, General Counsel</i>										
Total Amount Encumbered <b>\$0.00</b>		By Attorney  <u>Christopher C. Fowler</u> (Jul 23, 2021 15:56 PDT)									Date <b>07/23/2021</b>	

*This Agreement may be executed in counterparts all of which taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement by electronic mail in "portable document format" (".PDF") form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.*

## Rider A - Agreement General Provisions, Service Provider

1. Service Provider Relationship. Service Provider, in the performance of this Agreement, is an independent contractor and is not an employee, agent, or officer of the Trustees.
2. Payments. Payments under this Agreement shall be made in arrears of work increment completed to the satisfaction of the Trustees and upon submission of an invoice in CSU invoice format. If not otherwise specified payments for services rendered will be processed monthly upon presentation of invoice.
3. Services. Trustees may issue a written order with respect to the services to be performed under this Agreement at any time before the completion of the services. Trustees shall pay Service Provider an amount for such services as provided in this Agreement, or if not so provided, Trustees shall pay Service Provider a reasonable amount, which shall be agreed upon by the parties.
4. Service Provider shall not utilize any information, not a matter of public record, which is received by reason of this Agreement, for pecuniary gain not contemplated by the terms of this Agreement, regardless of whether Service Provider is or is not under contract at the time such gain is realized (Education Code Section 89006).
5. Ownership. The report, survey, or other product developed by Service Provider pursuant to this Agreement is the property of Trustees and shall not be disseminated to others by Service Provider unless authorized by Trustees.
6. Termination for Convenience. Trustees may terminate this Agreement upon a three (3) business-day advance written notice to Service Provider. In the event of such termination, Service Provider shall be paid only for the work satisfactorily completed.
7. Termination for Cause. Trustees may terminate this Agreement for cause should Service Provider fail to perform as herein provided. In the event of such termination, Trustees shall be relieved of the obligation to make any payment to Service Provider and Trustees may proceed by other means with the work in any manner the Trustees deem proper.
8. Indemnification.  
The Indemnification subsection below, next to the checked box, applies to this agreement, while the subsection next to the unchecked box does not apply to this agreement.
  - A.  Provisions of item 8a shall apply if the agreement is with a Service Provider that does not qualify under the provisions of California Civil Code section 2782.8. The Service Provider agrees to hold harmless, defend, and indemnify the State of California, the Trustees of the California State University, the University, and the officers, employees representatives, and agents of each of them from any and all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, including, but not limited to, attorneys' fees and costs resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Service Provider, its officers, agents, and employees, in the performance of this Agreement. This provision shall survive the expiration or termination of this Agreement.
  - B.  Provisions of item 8b shall apply if the agreement is with a Service Provider that does qualify under the provisions of California Civil Code section 2782.8 and the scope of work is for design professional services. The Service Provider agrees to hold harmless, defend, and indemnify the State of California, the Trustees of the California State University, the University, and the officers, employees representatives, and agents of each of them from any and all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, including, but not limited to, attorneys' fees and costs to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct on the part of the Service Provider, its officers, agents, and employees, in the performance of this Agreement. In no event shall the cost to defend charged to the Service Provider exceed the Service Provider's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Service Provider shall meet and confer with other parties regarding unpaid defense costs. Service Provider's liability is not limited to recoverable insurance. This provision shall survive the expiration or termination of this Agreement.



The provisions of section 8b pertaining to the duty and cost to defend shall not apply to either of the following:

- (1) Any contract for design professional services per the provisions of California Civil Code section 2782.8, or amendment thereto, where a project-specific general liability policy insures all project participants for general liability exposures on a primary basis and also covers all design professionals for their legal liability arising out of their professional services on a primary basis.
- (2) A design professional per the provisions of California Civil Code Section 2782.8, that provides design professional service and is party to a written design-build joint venture agreement and not the primary holder of the Trustees and Design-Builder contract.

9. Insurance Provisions. The Service Provider shall not commence work until the Trustees have received evidence of the insurance required in this section and approved it.

A. Service Provider shall obtain the following policies and coverage. The insurance furnished by the Service Provider under this section shall provide coverage in amounts not less than the following, unless a different amount is stated in Exhibit A, Scope of Work Description:

- (1) Comprehensive or Commercial Form General Liability Insurance:  
On an occurrence basis, cover work done or to be done by or on behalf of the Service Provider and shall provide insurance coverage for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work. Limits of Liability:  
\$2,000,000 General Aggregate  
\$1,000,000 Each Claim - combined single limit for bodily injury and property damage.
- (2) Business Automobile Liability Insurance:  
On an occurrence basis, cover owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Service Provider and shall provide insurance coverage for bodily injury, property damage, and contractual liability. Use Insurance Service Office (ISO) Form Number CA 0001 covering any automobile. Limits of Liability:  
\$1,000,000 Each Accident - combined single limit for bodily injury and property damage.
- (3) Workers' Compensation Insurance:  
This insurance shall include Employers Liability limits of \$1,000,000 and other limits required under California law.
- (4) Professional Liability Insurance:  
Professional liability (errors and omissions) insurance on an occurrence basis is preferred, covering work done or to be done by or on behalf of the Service Provider and providing insurance for professional liability in the amount of \$1,000,000 each occurrence. The Service Provider shall obtain and maintain professional liability insurance on a claims-made basis for no less than \$1,000,000 each claim and \$2,000,000 annual aggregate, and certification of coverage shall be submitted to the Trustees upon signing of this Agreement. If the total contract amount exceeds \$1,000,000 the Service Provider shall renew and keep such insurance in effect for at least ten (10) years after the recordation of the notice of completion.

For any of the insurance described in the paragraphs above, the amount of limits can be satisfied by a combination of primary and excess or umbrella insurance.

B. Insurers shall be authorized in the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or alternatively a carrier acceptable to the Trustees.

Verification of coverage shall be provided as follows:

- (1) The Service Provider shall submit to the Trustees copies of certificates of insurance and endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage.
- (2) The scope of coverage shall be shown on the certificate of insurance.
- (3) The Service Provider shall provide written notice of cancellation of coverage within thirty (30) days to the Trustees.
- (4) The Service Provider shall notify the Trustees in writing of any material change in insurance coverage.
- (5) Renewal certifications shall be timely filed by the Service Provider for coverage until the work is accepted as complete.
- (6) Trustees reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these provisions, at any time.



- C. Insurance policies except for Workers Compensation and Professional Liability insurance shall contain, or be endorsed to contain, the following provisions:
- (1) For the general policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.
  - (2) For claims related to the work, the Service Provider's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Service Provider's insurance and shall not contribute with it.
  - (3) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.
- D. Additional Insurance Provisions
- (1) Any deductible under any policy of insurance required in this section shall be the Service Provider's liability.
  - (2) Acceptance of certificates of insurance by the Trustees shall not limit the Service Provider's liability under the Agreement.
  - (3) The Service Provider's obligations to obtain and maintain required insurance are non-delegable duties under this Agreement.
10. Personal Eligibility Certification. If the Service Provider is a natural person, the Service Provider certifies by signing this Agreement that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104- 193; 110 STAT. 2105, 2268-69), State of California Governor's Executive Order W-135-96.
11. Corporate Eligibility Certification. If the Service Provider is a corporation, the Service Provider certifies and declares by signing this Agreement that it is eligible to contract with the State of California pursuant to the California Taxpayer and Shareholder Protection Act of 2003 (Public Contract Code Section 10286, et seq.).
12. Nondiscrimination. In the performance of this Agreement the Service Provider and its consultants shall not deny the Agreement's benefits nor shall they discriminate unlawfully against any person on the basis of religion, color, ethnic group identification, sex, actual or perceived gender identity, age, physical or mental disability, medical condition, marital status, or age (over 40). Additionally, the Service Provider and its consultants shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination as well.
- A. Service Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0, et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5).
  - B. Service Provider shall permit access by representatives of the California Department of Fair Employment and Housing and the Trustees upon reasonable notice at times during normal business hours with at least 24 hours' notice, to its books, records, accounts, other sources of information, and its facilities as the Department or Trustees shall require to ascertain compliance with this Agreement.
  - C. Service Provider and its consultants/subcontractors shall give written notice of their obligations under this Agreement to labor organizations with which they have a collective bargaining or other agreement.
  - D. Service Provider shall include the nondiscrimination and compliance provisions of this Agreement in subcontracts to perform work under the Agreement (Government Code Sections 12990, 11135, et seq., Title 2, California Code of Regulations, Section 11105)
13. Drug Free Workplace Certification. The Service Provider hereby certifies compliance with Government Code Sections 8355, 8356, and 8357 in matters relating to providing a drug-free workplace. In accordance with Government Code Section 8355, the Service Provider shall:
- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations;

- B. Establish a Drug-Free Awareness Program to inform employees about all of the following:
- (1) The dangers of drug abuse in the workplace,
  - (2) The Service Provider's policy of maintaining a drug-free workplace,
  - (3) Any available counseling, rehabilitation, and employee assistance programs, and
  - (4) Penalties that may be imposed upon employees for drug abuse violations;
- C. Require that each employee engaged in the performance of the Agreement be given a copy of the statement required by subpart A, and require that each employee, as a condition of employment on the Agreement, agree to abide by the terms of the statement.
14. Disabled Veteran Business Enterprise. Responsive to direction from the State Legislature (Public Contract Code Section 10115, et seq.), the Trustees are seeking to increase the statewide participation of disabled veteran business enterprises in contract awards. To this end, Service Provider shall inform the Trustees of any contractual arrangements with consultants or suppliers that are certified disabled veteran business enterprises.
15. Assignment. Service Provider shall not assign benefits or delegate duties under this Agreement in whole or in part, nor assign any moneys due or to become due hereunder without the written consent of Trustees.
16. Successors. The provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the parties hereto.
17. Notice. Notice for either party may be served by delivering it in writing to the party, or by depositing it in a U.S. mail deposit box with postage fully prepaid addressed as shown within the information block of the Agreement page. Nothing herein shall preclude the giving of notice by personal service.
18. Audit. If the Agreement exceeds \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor of the State of California and the California State University Auditor for a period of three years after final payment under the Agreement. This examination and audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the cost of administering this Agreement (Government Code Section 8546.7).
19. DIR Registration. In accordance with Labor Code Section 1720, et seq., the Service Provider shall register with the Department of Industrial Relations (DIR) for this project and pay at least the prevailing wages on services/work aspects where a prevailing wage applies. Such services and/or work aspects include, but are not limited to, the Service Provider or its sub-consultant's provision of geotechnical studies, potholing involving digging, site surveying and/or construction Inspector of Record services as defined by the DIR.
20. Agreement Changes. Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed and dated by the parties. Oral representations, understandings, or writings not expressly incorporated in the Agreement are void. Unless identified within Exhibit A, Scope of Work, under a separate sub-heading entitled 'Modifications to Agreement', it is the intent of the Trustees to use the standard published form of this Agreement and Rider A without modification. The Agreement and Rider A shall not be modified without review and concurrence by CSU Office of General Counsel.
21. Offshoring of CSU Contract Work. Service Provider warrants it certified under penalty of perjury in its bid for this Agreement that the Agreement, and any subcontract performed under the Agreement, will be performed solely with workers within the United States; and if this Agreement, and any subcontract performed under this Agreement, will not be performed solely with workers within the United States, Service Provider described in its bid any parts of the work to be performed by workers outside of the United States. Further, Service Provider warrants no work will be performed under the Agreement with workers outside the United States, except as described in Service Provider's bid. If Service Provider or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement, and Service Provider did not describe such work in its bid, Service Provider acknowledges and agrees that:
- A. CSU may terminate the Agreement without further obligation for noncompliance, and
  - B. Service Provider will forfeit to CSU the amount CSU paid for the percentage of work that was performed with workers outside the United States and not described in Service Provider's bid.

### End of Rider A

## **Rider B**

### **Agreement Specific Provisions**

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

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

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

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

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

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

  - A. **Travel and Mileage:**

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

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

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

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

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

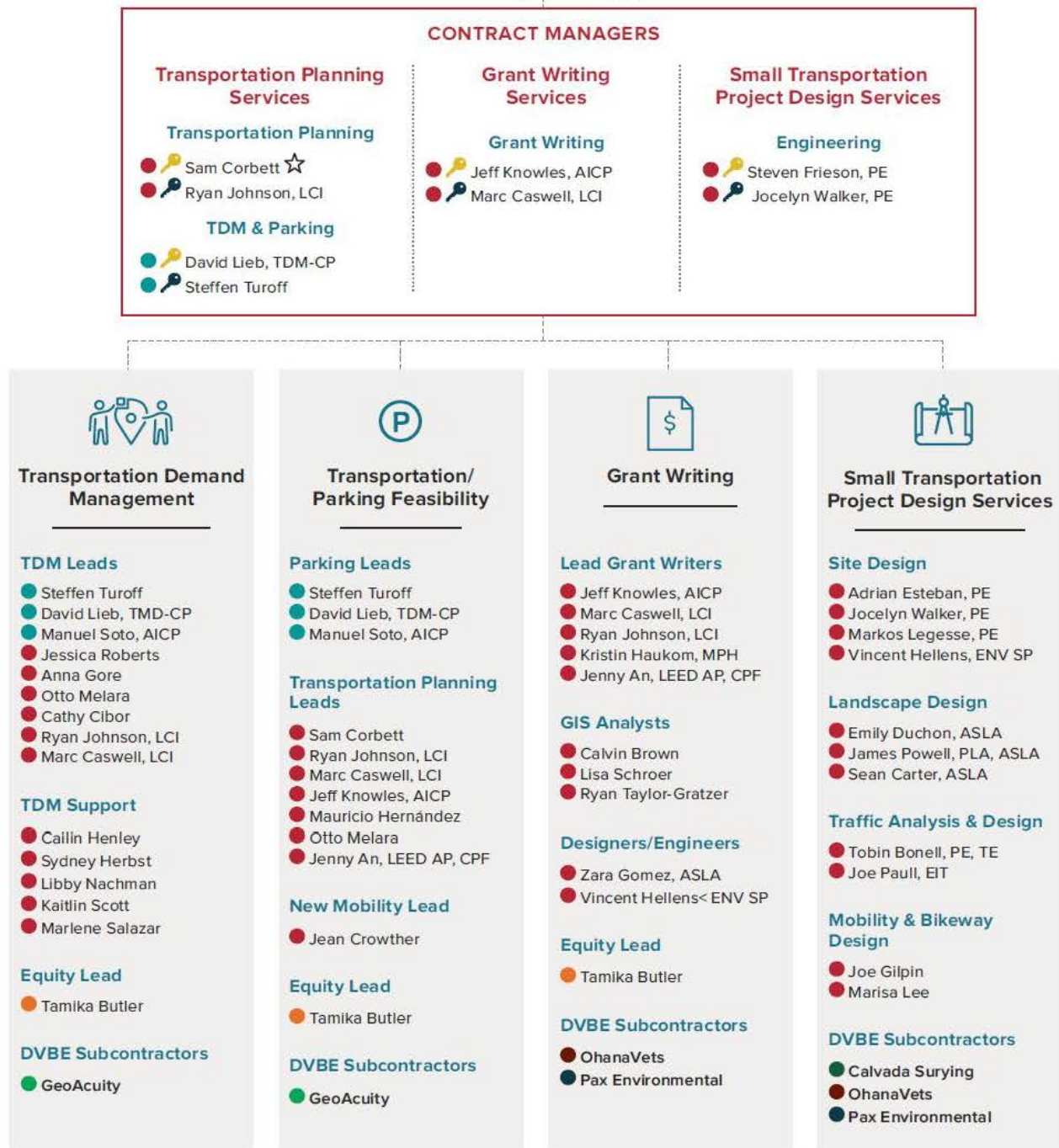
The Service Provider shall arrange a call with the Contract Administrator on a quarterly basis to provide updates and full disclosure on any new or potential services under consideration with the campuses. The Service Provider shall also contact the campuses to identify best practices in the use of the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

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

**End of Rider B**



## Rider C – Organizational Chart Alta Planning + Design, Inc.



<p><b>FIRM KEY</b></p> <ul style="list-style-type: none"> <li style="width: 50%;"><span style="color: red;">●</span> Alta</li> <li style="width: 50%;"><span style="color: green;">●</span> GeoAcuity</li> <li style="width: 50%;"><span style="color: teal;">●</span> Walker</li> <li style="width: 50%;"><span style="color: brown;">●</span> OhanaVets</li> <li style="width: 50%;"><span style="color: orange;">●</span> Tamika L. Butler Consultants</li> <li style="width: 50%;"><span style="color: darkgreen;">●</span> Calvada Suring</li> <li style="width: 50%;"><span style="color: darkblue;">●</span> Pax Environmental</li> </ul>	<p><b>LEADERSHIP KEY</b></p> <ul style="list-style-type: none"> <li><span style="color: yellow;">🔑</span> Leader</li> <li><span style="color: blue;">🔑</span> Alternate</li> <li><span style="color: brown;">☆</span> Primary Point of Contact</li> </ul>
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### 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
<b>Alta Planning + Design</b>						
Principal	20	\$ 302	\$ 317	\$ 333	\$ 349	\$ 367
Senior Planning Associate		\$ 220	\$ 231	\$ 242	\$ 254	\$ 267
Planning Associate	140	\$ 158	\$ 166	\$ 175	\$ 183	\$ 192
Senior Planner	10	\$ 135	\$ 141	\$ 149	\$ 156	\$ 164
Planner - Level I	160	\$ 99	\$ 104	\$ 110	\$ 115	\$ 121
Planner - Level II	110	\$ 91	\$ 95	\$ 100	\$ 105	\$ 110
Senior Graphic Designer		\$ 134	\$ 141	\$ 148	\$ 155	\$ 163
Graphic Designer		\$ 88	\$ 93	\$ 98	\$ 102	\$ 108
Web Developer		\$ 126	\$ 133	\$ 139	\$ 146	\$ 154
Project Coordinator	12	\$ 96	\$ 101	\$ 106	\$ 111	\$ 117
<b>GeoAcuity</b>						
Project Manager (GIS)	12	\$ 225.00	\$ 236.25	\$ 248.06	\$ 260.47	\$ 273.49
GIS Developer	4	\$ 200.00	\$ 210.00	\$ 220.50	\$ 231.53	\$ 243.10
Senior GIS Analyst	20	\$ 106.25	\$ 111.56	\$ 117.14	\$ 123.00	\$ 129.15
GIS Analyst	20	\$ 93.75	\$ 98.44	\$ 103.36	\$ 108.53	\$ 113.95
GIS Technician	14	\$ 78.25	\$ 82.16	\$ 86.27	\$ 90.58	\$ 95.11
<b>Tamika Butler</b>						
Principal   Equity Policy Lead	75	\$ 250.00	\$ 275.00	\$ 303.00	\$ 333.00	\$ 366.00
<b>Walker</b>						
Principal in Charge	40	\$ 280.00	\$ 285.00	\$ 290.00	\$ 295.00	\$ 300.00
Project Manager/Director	90	\$ 280.00	\$ 285.00	\$ 290.00	\$ 295.00	\$ 300.00
Senior Consultant	24	\$ 255.00	\$ 260.00	\$ 265.00	\$ 270.00	\$ 275.00
Consultant	50	\$ 225.00	\$ 230.00	\$ 235.00	\$ 240.00	\$ 245.00
Analyst	160	\$ 180.00	\$ 185.00	\$ 190.00	\$ 195.00	\$ 200.00
Technician	80	\$ 150.00	\$ 155.00	\$ 160.00	\$ 165.00	\$ 170.00
Administrative Assistant		\$ 100.00	\$ 105.00	\$ 110.00	\$ 115.00	\$ 120.00
Field Data Collection (subcontract)	24	\$ 75.00	\$ 80.00	\$ 85.00	\$ 90.00	\$ 95.00

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
<b>Alta Planning + Design</b>						
Principal	6	\$ 302	\$ 317	\$ 333	\$ 349	\$ 367
Senior Planning Associate		\$ 220	\$ 231	\$ 242	\$ 254	\$ 267
Senior Design Associate		\$ 163	\$ 171	\$ 180	\$ 189	\$ 198
Senior Engineering Associate		\$ 224	\$ 235	\$ 247	\$ 259	\$ 272
Planning Associate	16	\$ 158	\$ 166	\$ 175	\$ 183	\$ 192
Design Associate		\$ 138	\$ 145	\$ 153	\$ 160	\$ 168
Engineering Associate		\$ 183	\$ 192	\$ 201	\$ 212	\$ 222
Senior Planner	12	\$ 135	\$ 141	\$ 149	\$ 156	\$ 164
Senior Designer		\$ 111	\$ 117	\$ 123	\$ 129	\$ 135
Senior Engineer		\$ 136	\$ 142	\$ 149	\$ 157	\$ 165
Planner - Level I		\$ 99	\$ 104	\$ 110	\$ 115	\$ 121
Planner - Level II		\$ 91	\$ 95	\$ 100	\$ 105	\$ 110
Designer - Level I		\$ 99	\$ 104	\$ 109	\$ 115	\$ 120
Designer - Level II		\$ 88	\$ 92	\$ 97	\$ 102	\$ 107
Engineer - Level I		\$ 124	\$ 130	\$ 137	\$ 144	\$ 151
Engineer - Level II		\$ 108	\$ 114	\$ 119	\$ 125	\$ 132
Senior Graphic Designer		\$ 134	\$ 141	\$ 148	\$ 155	\$ 163
Graphic Designer		\$ 88	\$ 93	\$ 98	\$ 102	\$ 108
Web Developer		\$ 126	\$ 133	\$ 139	\$ 146	\$ 154
Project Coordinator		\$ 96	\$ 101	\$ 106	\$ 111	\$ 117
<b>Tamika Butler</b>						
Principal   Equity Policy Lead	16	\$ 250.00	\$ 275.00	\$ 303.00	\$ 333.00	\$ 366.00
<b>Walker</b>						
Principal in Charge	16	\$ 280.00	\$ 285.00	\$ 290.00	\$ 295.00	\$ 300.00
Project Manager/Director	32	\$ 280.00	\$ 285.00	\$ 290.00	\$ 295.00	\$ 300.00
Senior Consultant	10	\$ 255.00	\$ 260.00	\$ 265.00	\$ 270.00	\$ 275.00
Consultant		\$ 225.00	\$ 230.00	\$ 235.00	\$ 240.00	\$ 245.00
Analyst	40	\$ 180.00	\$ 185.00	\$ 190.00	\$ 195.00	\$ 200.00
Technician		\$ 150.00	\$ 155.00	\$ 160.00	\$ 165.00	\$ 170.00
Administrative Assistant		\$ 100.00	\$ 105.00	\$ 110.00	\$ 115.00	\$ 120.00
Field Data Collection (Walker Analyst) - Campus Dependent	24	\$ 180.00	\$ 185.00	\$ 190.00	\$ 195.00	\$ 200.00
Field Data Collection (subcontract) - Campus Dependent	16	\$ 75.00	\$ 80.00	\$ 85.00	\$ 90.00	\$ 95.00



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
<b>Alta Planning + Design</b>						
Principal	8	\$ 302	\$ 317	\$ 333	\$ 349	\$ 367
Senior Planning Associate		\$ 220	\$ 231	\$ 242	\$ 254	\$ 267
Senior Design Associate	2	\$ 163	\$ 171	\$ 180	\$ 189	\$ 198
Senior Engineering Associate		\$ 224	\$ 235	\$ 247	\$ 259	\$ 272
Planning Associate	20	\$ 158	\$ 166	\$ 175	\$ 183	\$ 192
Design Associate		\$ 138	\$ 145	\$ 153	\$ 160	\$ 168
Engineering Associate	4	\$ 183	\$ 192	\$ 201	\$ 212	\$ 222
Senior Planner	35	\$ 135	\$ 141	\$ 149	\$ 156	\$ 164
Senior Designer		\$ 111	\$ 117	\$ 123	\$ 129	\$ 135
Senior Engineer		\$ 136	\$ 142	\$ 149	\$ 157	\$ 165
Planner - Level I	40	\$ 99	\$ 104	\$ 110	\$ 115	\$ 121
Planner - Level II		\$ 91	\$ 95	\$ 100	\$ 105	\$ 110
Designer - Level I	14	\$ 99	\$ 104	\$ 109	\$ 115	\$ 120
Designer - Level II		\$ 88	\$ 92	\$ 97	\$ 102	\$ 107
Engineer - Level I	12	\$ 124	\$ 130	\$ 137	\$ 144	\$ 151
Engineer - Level II		\$ 108	\$ 114	\$ 119	\$ 125	\$ 132
Graphic Designer	12	\$ 88	\$ 93	\$ 98	\$ 102	\$ 108
Project Coordinator	10	\$ 96	\$ 101	\$ 106	\$ 111	\$ 117
<b>Ohana Vets</b>						
Task Lead	8	\$ 306.00	\$ 321.30	\$ 337.37	\$ 354.23	\$ 371.94
Senior Engineer	6	\$ 288.00	\$ 302.40	\$ 317.52	\$ 333.40	\$ 350.07
Engineer	8	\$ 226.00	\$ 237.30	\$ 249.17	\$ 261.62	\$ 274.70
Senior Grant Writer	24	\$ 226.00	\$ 237.30	\$ 249.17	\$ 261.62	\$ 274.70
Grant Writer	16	\$ 113.00	\$ 118.65	\$ 124.58	\$ 130.81	\$ 137.35
Technical Writer		\$ 113.00	\$ 118.65	\$ 124.58	\$ 130.81	\$ 137.35
Admin/Word Processing	8	\$ 57.00	\$ 59.85	\$ 62.84	\$ 65.98	\$ 69.28
<b>Pax Environmental</b>						
Principal	6	\$ 146.00	\$ 148.19	\$ 150.41	\$ 152.67	\$ 154.96
Project Manager	12	\$ 120.00	\$ 121.80	\$ 123.63	\$ 125.48	\$ 127.36
Senior Botanist		\$ 98.00	\$ 99.47	\$ 100.96	\$ 102.48	\$ 104.01
Biologist	10	\$ 88.00	\$ 89.32	\$ 90.66	\$ 92.02	\$ 93.40
Environmental Planner	12	\$ 88.00	\$ 89.32	\$ 90.66	\$ 92.02	\$ 93.40
GIS Manager		\$ 106.00	\$ 107.59	\$ 109.20	\$ 110.84	\$ 112.50
<b>Tamika Butler</b>						
Principal   Equity Policy Lead	16	\$ 250.00	\$ 275.00	\$ 303.00	\$ 333.00	\$ 366.00

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
<b>Alta Planning + Design</b>						
Principal	32	\$ 302	\$ 317	\$ 333	\$ 349	\$ 367
Senior Design Associate	64	\$ 163	\$ 171	\$ 180	\$ 189	\$ 198
Senior Engineering Associate	160	\$ 224	\$ 235	\$ 247	\$ 259	\$ 272
Design Associate	100	\$ 138	\$ 145	\$ 153	\$ 160	\$ 168
Engineering Associate	334	\$ 183	\$ 192	\$ 201	\$ 212	\$ 222
Senior Designer	80	\$ 111	\$ 117	\$ 123	\$ 129	\$ 135
Senior Engineer	80	\$ 136	\$ 142	\$ 149	\$ 157	\$ 165
Designer - Level I		\$ 99	\$ 104	\$ 109	\$ 115	\$ 120
Designer - Level II		\$ 88	\$ 92	\$ 97	\$ 102	\$ 107
Engineer - Level I	264	\$ 124	\$ 130	\$ 137	\$ 144	\$ 151
Engineer - Level II	120	\$ 108	\$ 114	\$ 119	\$ 125	\$ 132
Senior Graphic Designer		\$ 134	\$ 141	\$ 148	\$ 155	\$ 163
Graphic Designer		\$ 88	\$ 93	\$ 98	\$ 102	\$ 108
Web Developer		\$ 126	\$ 133	\$ 139	\$ 146	\$ 154
Project Coordinator	16	\$ 96	\$ 101	\$ 106	\$ 111	\$ 117
<b>Calvada</b>						
Principal	8	\$ 135.48	\$ 139.54	\$ 143.73	\$ 148.04	\$ 152.48
Senior Project Manager		\$ 144.49	\$ 148.82	\$ 153.29	\$ 157.89	\$ 162.63
Project Manager	20	\$ 111.90	\$ 115.26	\$ 118.71	\$ 122.28	\$ 125.95
Survey Technician		\$ 119.14	\$ 122.71	\$ 126.40	\$ 130.19	\$ 134.10
Drafter	40	\$ 83.74	\$ 86.25	\$ 88.84	\$ 91.50	\$ 94.25
Survey Party Chief (PW)	60	\$ 167.41	\$ 172.43	\$ 177.61	\$ 182.93	\$ 188.42
Survey Chainman (PW)	60	\$ 160.15	\$ 164.95	\$ 170.50	\$ 175.61	\$ 180.88
Senior Photogrammetrist	40	\$ 108.56	\$ 111.82	\$ 115.17	\$ 118.63	\$ 122.19
<b>Ohana Vets</b>						
Task Lead	12	\$ 306.00	\$ 321.30	\$ 337.37	\$ 354.23	\$ 371.94
Senior Engineer	8	\$ 288.00	\$ 302.40	\$ 317.52	\$ 333.40	\$ 350.07
Engineer	10	\$ 226.00	\$ 237.30	\$ 249.17	\$ 261.62	\$ 274.70
Design Engineer	12	\$ 170.00	\$ 178.50	\$ 187.43	\$ 196.80	\$ 206.64
Asst Engineer/CADD	16	\$ 113.00	\$ 118.65	\$ 124.58	\$ 130.81	\$ 137.35
Tech Writer	8	\$ 113.00	\$ 118.65	\$ 124.58	\$ 130.81	\$ 137.35
Admin/Word Processing	12	\$ 57.00	\$ 59.85	\$ 62.84	\$ 65.98	\$ 69.28
<b>Pax Environmental</b>						
Principal	8	\$ 146.00	\$ 148.19	\$ 150.41	\$ 152.67	\$ 154.96
Project Manager	16	\$ 120.00	\$ 121.80	\$ 123.63	\$ 125.48	\$ 127.36
Senior Botanist	12	\$ 98.00	\$ 99.47	\$ 100.96	\$ 102.48	\$ 104.01
Biologist	10	\$ 88.00	\$ 89.32	\$ 90.66	\$ 92.02	\$ 93.40
Enviornmental Planner	16	\$ 88.00	\$ 89.32	\$ 90.66	\$ 92.02	\$ 93.40
GIS Manager		\$ 106.00	\$ 107.59	\$ 109.20	\$ 110.84	\$ 112.50

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
<b>Alta Planning + Design</b>						
Principal		\$ 302	\$ 317	\$ 333	\$ 349	\$ 367
Senior Planning Associate		\$ 220	\$ 231	\$ 242	\$ 254	\$ 267
Senior Design Associate		\$ 163	\$ 171	\$ 180	\$ 189	\$ 198
Senior Engineering Associate		\$ 224	\$ 235	\$ 247	\$ 259	\$ 272
Planning Associate		\$ 158	\$ 166	\$ 175	\$ 183	\$ 192
Design Associate		\$ 138	\$ 145	\$ 153	\$ 160	\$ 168
Engineering Associate		\$ 183	\$ 192	\$ 201	\$ 212	\$ 222
Senior Planner		\$ 135	\$ 141	\$ 149	\$ 156	\$ 164
Senior Designer		\$ 111	\$ 117	\$ 123	\$ 129	\$ 135
Senior Engineer		\$ 136	\$ 142	\$ 149	\$ 157	\$ 165
Planner - Level I		\$ 99	\$ 104	\$ 110	\$ 115	\$ 121
Planner - Level II		\$ 91	\$ 95	\$ 100	\$ 105	\$ 110
Designer - Level I		\$ 99	\$ 104	\$ 109	\$ 115	\$ 120
Designer - Level II		\$ 88	\$ 92	\$ 97	\$ 102	\$ 107
Engineer - Level I		\$ 124	\$ 130	\$ 137	\$ 144	\$ 151
Engineer - Level II		\$ 108	\$ 114	\$ 119	\$ 125	\$ 132
Senior Graphic Designer		\$ 134	\$ 141	\$ 148	\$ 155	\$ 163
Graphic Designer		\$ 88	\$ 93	\$ 98	\$ 102	\$ 108
Web Developer		\$ 126	\$ 133	\$ 139	\$ 146	\$ 154
Project Coordinator		\$ 96	\$ 101	\$ 106	\$ 111	\$ 117
<b>GeoAcuity</b>						
Project Manager (GIS)		\$ 225.00	\$ 236.25	\$ 248.06	\$ 260.47	\$ 273.49
GIS Developer		\$ 200.00	\$ 210.00	\$ 220.50	\$ 231.53	\$ 243.10
Senior GIS Analyst		\$ 106.25	\$ 111.56	\$ 117.14	\$ 123.00	\$ 129.15
GIS Analyst		\$ 93.75	\$ 98.44	\$ 103.36	\$ 108.53	\$ 113.95
GIS Technician		\$ 78.25	\$ 82.16	\$ 86.27	\$ 90.58	\$ 95.11
<b>Pax Environmental</b>						
Principal		\$ 146.00	\$ 148.19	\$ 150.41	\$ 152.67	\$ 154.96
Project Manager		\$ 120.00	\$ 121.80	\$ 123.63	\$ 125.48	\$ 127.36
Senior Botanist		\$ 98.00	\$ 99.47	\$ 100.96	\$ 102.48	\$ 104.01
Biologist		\$ 88.00	\$ 89.32	\$ 90.66	\$ 92.02	\$ 93.40
Environmental Planner		\$ 88.00	\$ 89.32	\$ 90.66	\$ 92.02	\$ 93.40
GIS Manager		\$ 106.00	\$ 107.59	\$ 109.20	\$ 110.84	\$ 112.50
<b>Tamika Butler</b>						
Principal   Equity Policy Lead		\$ 250.00	\$ 275.00	\$ 303.00	\$ 333.00	\$ 366.00
<b>Walker</b>						
Principal in Charge		\$ 280.00	\$ 285.00	\$ 290.00	\$ 295.00	\$ 300.00
Project Manager/Director		\$ 280.00	\$ 285.00	\$ 290.00	\$ 295.00	\$ 300.00
Senior Consultant		\$ 255.00	\$ 260.00	\$ 265.00	\$ 270.00	\$ 275.00
Consultant		\$ 225.00	\$ 230.00	\$ 235.00	\$ 240.00	\$ 245.00
Analyst		\$ 180.00	\$ 185.00	\$ 190.00	\$ 195.00	\$ 200.00
Technician		\$ 150.00	\$ 155.00	\$ 160.00	\$ 165.00	\$ 170.00
Administrative Assistant		\$ 100.00	\$ 105.00	\$ 110.00	\$ 115.00	\$ 120.00
Field Data Collection (Walker Analyst) - Campus Dependent		\$ 180.00	\$ 185.00	\$ 190.00	\$ 195.00	\$ 200.00
Field Data Collection (subcontract) - Campus Dependent		\$ 75.00	\$ 80.00	\$ 85.00	\$ 90.00	\$ 95.00



CSU Transportation Planning Service Master Enabling Agreement – Indicative Contract Pricing Form

Indicative Contract Pricing is requested for budgetary purposes for the identified services but is not required.

**CSU Transportation Planning Services RFQ - Indicative Contract Pricing Form**

Campus Typologies

Product or Service Provided See Work Scopes for Detailed Project Work	Indicate if your firm/team plans on offering this service to the University (Y/N)	Campus Typologies				
		Urban	Inner Suburban	Suburban	Exurban	Rural/College Town

Transportation Demand Management Plan	Y	\$ 140,000.00	\$ 140,000.00	\$ 140,000.00	\$ 105,000.00	\$ 105,000.00
Transportation Feasibility Study	Y	\$60,000.00*	\$60,000.00*	\$60,000.00*	\$50,000.00*	\$50,000.00*

\*Plus avg. \$75 - \$180/count/thousand spaces depending on staffing

**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]

Alta Planning + Design, Inc.  
Steven Frieson  
617 W 7th Street, Suite 1103  
Los Angeles, CA 90017

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 20-400 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 Alta Planning + Design, Inc. herein called ("Service Provider") agree to the following scope of work.

RECITALS

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

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

[CSU Campus Name]  
[Campus Department]  
[Campus Address]

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

**End of Exhibit A**



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

Fee Schedule:

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

Service Provider will receive no more than **\$XXX**

Please be sure to note

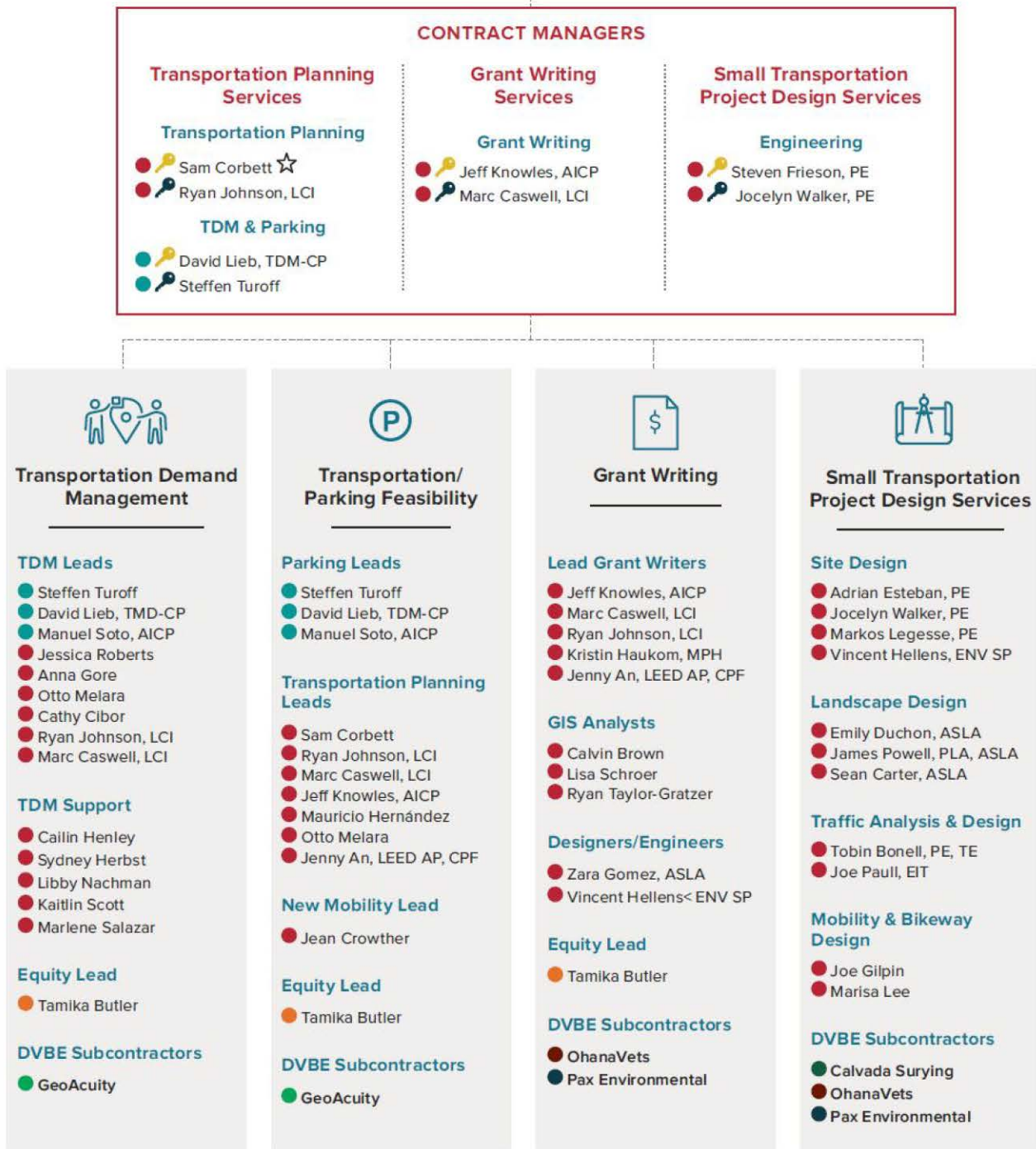
Time and Material Not to Exceed **Choose an item.**

Lumps Sum Payment **Choose an item.**

Payment Schedule **Choose an item.**

**End of Exhibit B**

### Exhibit C – Organizational Chart



FIRM KEY		LEADERSHIP KEY	
● Alta	● GeoAcuity	● Leader	★ Primary Point of Contact
● Walker	● OhanaVets	● Alternate	
● Tamika L. Butler Consultants	● Calvada Surying		
	● Pax Environmental		

End of Exhibit C

## Exhibit D – Project Schedule

Campus Project Manager to insert project schedule:

[Insert Project Schedule]

**End of Exhibit D**

**SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST**

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

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

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

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

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

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

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

Small Business

OR

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

Non-Small Business

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

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

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

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

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

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

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

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

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



**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 require forms and (if appropriate) disclosing any relevant information about their planned use of DVBE's.

B. Required Documentation

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

(1) DVBE Transmittal Form

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

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

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

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

(3) Bidder's Certification (Attachment 2)

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

C. Timeframe for Submitting Documentation

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

5. USE OF PROPOSED DVBE

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

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

6. REPORTING OF DVBE UTILIZATION

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

7. ADDITIONAL DVBE INFORMATION SOURCES

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

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

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

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

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

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

8. CONTRACT AUDITS

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

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

**DVBE Transmittal Form**

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

Campus: XXX

Project Name: XXX

Project Number: XXX

Bid Date: XXX

Name of Contractor Submitting Bid: XXX

---

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

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





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

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

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

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

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

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

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

\_\_\_\_\_  
Telephone

**THE CSU OF THE CALIFORNIA STATE UNIVERSITY**

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

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

\_\_\_\_\_

Date

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

\_\_\_\_\_  
Title

**Attachment 1  
Notice to Proceed  
Transportation Demand Management Plan**

**Date**

Alta Planning + Design, Inc.  
Steven Frieson  
617 W 7th Street, Suite 1103  
Los Angeles, CA 90017

Dear Mr. Frieson,

In accordance with the provisions of Master Enabling Agreement Number 20-400 and Agreement Number XXX, you are hereby notified to commence work on (Insert brief description of work cross reference scope of work noted in Exhibit A)

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

Alta Planning + Design, Inc. 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



**Attachment 2  
Notice to Proceed  
Parking Feasibility Study**

Date

Alta Planning + Design, Inc.  
Steven Frieson  
617 W 7th Street, Suite 1103  
Los Angeles, CA 90017

Dear Mr. Frieson,

In accordance with the provisions of Master Enabling Agreement Number 20-400 and Agreement Number XXX, you are hereby notified to commence work on (Insert brief description of work cross reference scope of work noted in Exhibit A)

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

Alta Planning + Design, Inc. 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

**Attachment 3  
Notice to Proceed – Grant Writing**

**Date**

Alta Planning + Design, Inc.  
Steven Frieson  
617 W 7th Street, Suite 1103  
Los Angeles, CA 90017

Dear Mr. Frieson,

In accordance with the provisions of Master Enabling Agreement Number 20-400 and Agreement Number XXX, you are hereby notified to commence work on (Insert brief description of work cross reference scope of work noted in Exhibit A)

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

Alta Planning + Design, Inc. 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

**Attachment 4  
Notice to Proceed  
Small Transportation Project Design**

Date

Alta Planning + Design, Inc.  
Steven Frieson  
617 W 7th Street, Suite 1103  
Los Angeles, CA 90017

Dear Mr. Frieson,

In accordance with the provisions of Master Enabling Agreement Number 20-400 and Agreement Number XXX, you are hereby notified to commence work on (Insert brief description of work cross reference scope of work noted in Exhibit A)

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

Alta Planning + Design, Inc. 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)  
08/30/2021

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 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 Parker, Smith & Feek, Inc. 16201 E Indiana Ave, Suite 1000 Spokane Valley, WA 99216	CONTACT NAME:		
	PHONE (A/C, No, Ext):	509-789-8350	FAX (A/C, No): 509-931-0794
INSURED Alta Planning + Design, Inc. 711 SE Grand Ave Portland, OR 97214	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Hartford Casualty Ins. Co.	
	INSURER B:	Trumbull Insurance Company	
	INSURER C:	Twin City Fire Ins. Co.	
	INSURER D:	Continental Casualty Company	
	INSURER E:		
	INSURER F:		

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	X	X	52UUNOL5120	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	52UENOL5676	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	52WEOL6H1T	09/01/2021	09/01/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		X	MCH114135257	09/01/2021	09/01/2022	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Regarding: Contract\_ 20-400

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

### 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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## DESCRIPTIONS (Continued from Page 1)

California State University Office of the Chancellor

Construction, Planning, Design & Construction and For General Liability and Automobile Liability policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are additional insureds where required by written contract.

Coverage for any claims related to the insureds work is primary where required by written contract. are additional insureds on the general liability and automobile policies per the attached endorsements/forms.

Coverage is primary and non-contributory on the general liability and automobile policies per the attached endorsements/forms.

Waiver of subrogation applies on the general liability, automobile, and workers compensation policies per the attached endorsements/forms.

Notice of cancellation for the general liability, automobile, and workers compensation policies per the attached forms.

## SECTION II - WHO IS AN INSURED

### 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### 2. Each of the following is also an insured:

#### a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that

"volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
  - (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
- (2) "Property damage" to property:
- (a) Owned, occupied or used by,
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

#### b. Real Estate Manager

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

#### c. Temporary Custodians Of Your Property

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

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

#### d. Legal Representative If You Die

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

#### e. Unnamed Subsidiary

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

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

### 3. Newly Acquired Or Formed Organization

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

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

### 4. Nonowned Watercraft

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

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

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

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

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

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

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

#### a. Vendors

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

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

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

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

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

**b. Lessors Of Equipment**

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

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

**c. Lessors Of Land Or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

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

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or

omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

**e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;



- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
  - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
  - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

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

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

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

### SECTION III - LIMITS OF INSURANCE

#### 1. The Most We Will Pay

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

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

#### 2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

#### 3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

#### 4. Personal And Advertising Injury Limit

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

#### 5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

#### 6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.



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

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

### 3. Legal Action Against Us

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

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

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

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

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

#### b. Excess Insurance

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

##### (1) Your Work

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

##### (2) Premises Rented To You

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

### (3) Tenant Liability

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

### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

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

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

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

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

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

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

#### (a) Primary Insurance When Required By Contract

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

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

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

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

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

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

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

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

**c. Method Of Sharing**

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

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

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium

computation, and send us copies at such times as we may request.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

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

**7. Separation Of Insureds**

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

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

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

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

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

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the



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

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

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

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

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

**c. Method Of Sharing**

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

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

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium

computation, and send us copies at such times as we may request.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

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

**7. Separation Of Insureds**

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

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

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

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

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

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

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

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **C. Lessors as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **D. Additional Insured if Required by Contract**

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
  - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

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

(3) Additional Insureds Other Insurance

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

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

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

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

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

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

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

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **C. Lessors as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **D. Additional Insured if Required by Contract**

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
  - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."



The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

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

(3) Additional Insureds Other Insurance

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

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

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

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

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

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

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

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### **18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### **19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



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

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.





**POLICYHOLDER NOTICE NOTIFICATION OF CANCELLATION TO CERTIFICATE HOLDERS**

**NOTIFICATION OF CANCELLATION TO CERTIFICATE HOLDERS**

- In the event this Policy is cancelled prior to its expiration date, for any reason other than non payment of premium, the Insurer shall provide to the broker of record, a blank schedule to be completed by the Insured or such broker, with the names and email addresses of any and all certificate holders to whom the Insured requests the Insurer provide notification of such cancellation ("notification"). Such schedule must be completed and returned to the Insurer within 5 business days of the broker's receipt. Upon the Insurer's receipt of the completed schedule, the Insurer shall endeavor to provide notification to those entities set out in such schedule. If the schedule is not returned to the Insurer within 5 business days the Insurer will not provide notification. The Insurer will assume that the schedule provided to the Insurer by the Insured or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. The Insurer will keep no other record of any certificate holders in the Insurer's file.
- There will be no schedule provided and, consequently, no notification provided, if such cancellation is for non payment of premium.
- Any notification by the Insurer to any party that is not the first Named Insured on the Policy is intended as a courtesy only. The Insurer's failure to provide such notification will not extend the Policy cancellation date, or negate cancellation of the Policy or be cause for legal action against the Insurer.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA79045XX (09-2014)

Endorsement Effective Date: 10/31/2019

Endorsement No: 8 ; Page 1 of 1

Underwriting Company: Continental Casually Company

151 North Franklin Street, Chicago, IL 60606

Policy No: MCH114135257

Policy Effective Date: 10/31/2019

Policy Page: 30 of 36



Insurer with information on the time, place and nature of the **claim**;

3. immediately forward to the Insurer all documents that the **Insured** receives in connection with the **claim**;
4. fully cooperate with the Insurer or the Insurer's designee in the defense of a **claim**, including but not limited to assisting the Insurer in: the conduct of suits or other proceedings, settlement negotiations, and the enforcement of any right of contribution or indemnity against another who may be liable to the **Insured**. The **Insured** shall attend hearings and trials and assist in securing evidence and obtaining the attendance of witnesses;
5. refuse, except solely at the **Insured's** own cost, to voluntarily make any payment, admit liability, assume any obligation, or incur any expense, without the Insurer's prior written approval; and
6. pay the Deductible amount when due.

After the **Insured** reports a **circumstance** or a **claim** is made and the **Insured** has the right under any contract to either reject or demand arbitration or other alternative dispute resolution process, the **Insured** shall only do so with the Insurer's prior written consent.

C. The **Insured's** Rights and Duties in the Event of a **Circumstance**

If the **Insured** reports a **circumstance** for which there may be coverage under this Policy, and the **Insured** gives the Insurer written notice containing as much detail as the Insurer can reasonably provide regarding:

1. what happened and the **professional services** or activities the **Insured** performed;
2. the nature of any possible injury or damages; and
3. how and when the **Insured** first became aware of such **circumstance**;

then any **claim** or **related claims** that subsequently may be made against the **Insured** arising out of such **circumstance** shall be deemed to have been made on the date the Insurer received written notice of the **circumstance**.

The **Insured** will cooperate with the Insurer in addressing the **circumstance**, and refuse, except solely at the **Insured's** own cost, to voluntarily make any payment, admit liability, assume any obligation, or incur any expense without the Insurer's prior written approval.

D. Subrogation

If any **Insured** has rights to recover amounts from another, those rights are transferred to the Insurer to the extent of the Insurer's payment. The **Insured** must do everything necessary to secure these rights and must do nothing after a **claim** is made to jeopardize them. The Insurer hereby waives subrogation rights against the **Insured's** client to the extent that the **Insured** had a written agreement to waive such rights prior to a **claim** or **circumstance**.

E. Premium

All premium charges under this Policy will be computed according to the rules, rates and rating plans that apply at the effective date of the current **policy term**.

F. Examination and Audit

The **Insured** agrees to allow the Insurer to examine and audit the **Insured's** financial books and records that relate to this insurance. The Insurer may do this at any time during the **policy term** or any extensions, and up to three years after the end of the **policy term**.

G. Legal Action Limitation

1. The **Insured** agrees not to bring any legal action against the Insurer concerning this Policy unless the **Insured** has fully complied with all the provisions of this Policy.



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

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

**Policy Number:** 52 WE OL6H1T

**Endorsement Number:** 3

**Effective Date:** 09/01/20

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ALTA PLANNING & DESIGN , INC.

711 SE GRAND AVE  
PORTLAND OR 97214

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



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

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

**Policy Number:** \_\_\_\_\_ **Endorsement Number:** \_\_\_\_\_  
**Effective Date:** \_\_\_\_\_ **Effective hour is the same as stated on the Information Page of the policy.**  
**Named Insured and Address:** ALTA PLANNING & DESIGN , INC.  
711 SE GRAND AVE  
PORTLAND OR 97214

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

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

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by \_\_\_\_\_  
Authorized Representative