

MASTER ENABLING AGREEMENT PLAN CHECK REVIEW Rev. 2017-0725

This AGREEMENT is made and entered into this **first day of July, 2018** pursuant to the Public Contract Code 10700, *et seq.*, by and between the Trustees of the California State University on behalf of

<i>Campus. hereafter referred to as Trustees. and</i> California State University	Amendment No.: 1	Agreement No.: 170062	Project No.: Systemwide - MEA
<i>Service Provider. hereafter referred to as Service Provider.</i> Municipal Plan Check Services		CSU Vendor ID No.: 10528	License or DIR No.:

WITNESSETH: That the Service Provider in consideration of the statements and conditions herein contained, agrees to furnish labor, materials, and equipment and to perform work necessary to complete, in a skillful manner the following:

Agreement No. 170062, dated July 01, 2017 is hereby amended as follows:

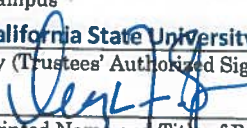
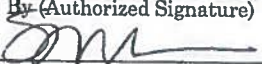
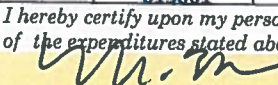
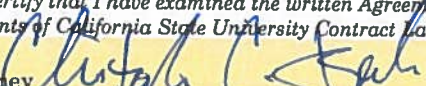
1. This amendment exercises the option to extend the term for an additional one (1) year. The term of this agreement shall be from July 1, 2017 through June 30, 2019 with an option for one additional year remaining.

The term shall begin upon receipt of an executed Agreement from the Trustees and shall end as of **June 30, 2019**.

The Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the Trustees.

Service Provider shall report to: **Thomas Kennedy, Chief of Architecture and Engineering for Capital Planning, Design and Construction in the Office of the Chancellor, 401 Golden Shore, Long Beach, CA 90802 (562) 951-4129.**

The basic services amount to be expended under this Agreement shall be determined by the overall usage of each participating campus and the administrative office of the California State University. Payment shall be made in accordance with Rider A, B-1, B-2 and Exhibits A, B.

Trustees of the California State University						Service Provider						
Campus California State University						Firm Name Municipal Plan Check Services						
By (Trustees' Authorized Signature) 						By (Authorized Signature) 						
Printed Name and Title of Person Signing Elvyra F. San Juan, Assistant Vice Chancellor						Printed Name and Title of Person Signing Suzanne Park, Professional Engineer						
Address of Campus Project Administrator Capital Planning, Design and Construction 401 Golden Shore, Long Beach, CA 90802						Address of Service Provider 1550 Parkside Drive, #125 Walnut Creek, CA 94596						
SCO Acct	Fund	Sub Fund	Agency	Yr.	Ref/Item	Category	Program	Element	Component	Chapter	Fiscal Yr.	Legal Ref.
			6620								18/19	
Fund Name Trust Fund			PS Account 613001	PS Fund 54209	PS Dept. ID 1089	PS Program	PS Class	PS Project/Grant				
Amount Encumbered \$0.00		<p>I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.</p> <p></p> <p>Signature of Accounting Officer Date 6/21/18</p> <p>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</p> <p>By Attorney  Date 6/18/18</p>										
Amount of Increase \$0.00												
Amount of Decrease \$0.00												
Total Amount Encumbered \$0.00												

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.

MASTER ENABLING AGREEMENT PLAN CHECK REVIEW Rev. 2017-0725

This AGREEMENT is made and entered into this **first** day of **July**, 2017 pursuant to the Public Contract Code 10700, *et seq.*, by and between the Trustees of the California State University on behalf of

<i>Campus, hereafter referred to as Trustees, and</i> California State University	Amendment No.: N/A	Agreement No.: 170062	Project No.: Systemwide - MEA
<i>Service Provider, hereafter referred to as Service Provider.</i> Municipal Plan Check Services		CSU Vendor ID No.: 10528	License or DIR No.:

WITNESSETH: That the Service Provider in consideration of the statements and conditions herein contained, agrees to furnish labor, materials, and equipment and to perform work necessary to complete, in a skillful manner:

The Service Provider shall provide Plan Check and/or Preliminary Code Assessment review services for public works projects submitted by the California State University. This agreement is a master enabling agreement under which each campus and the administrative office of the California State University may engage the services of Service Provider as provided herein. Campuses and the administrative office shall execute a Service Order and Authorization to Proceed (Exhibit A) to secure Service Provider's peer review services under this Agreement.

The Service Provider shall provide such services as more fully described in the following Riders and Exhibits, which by this reference are incorporated herein and made part of this Agreement:

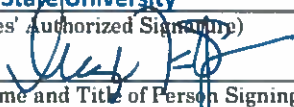
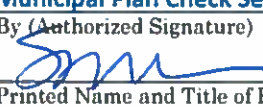

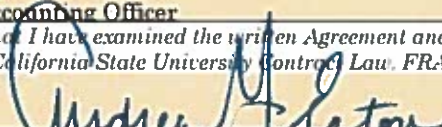
Rider	A	Agreement General Provisions,	consisting of four (4) pages;
Rider	B-1	Plan Check Review - Scope of Work	consisting of eleven (11) pages;
Rider	B-2	Preliminary Code Assessment Review - Scope of Work,	consisting of four (4) page;
Exhibit	A	Sample Service Order and Authorization to Proceed,	consisting of one (1) page;
Exhibit	B	Hourly Rate Schedule,	consisting of one (1) page.

The term shall begin upon receipt of an executed Agreement from July 1, 2017 and shall end as of **June 30, 2018, with the option given the Trustees of extending the Agreement with the same items and conditions for two (2) additional one (1) year period.**

The Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the Trustees.

Service Provider shall report to: **California State University, Thomas M. Kennedy, Chief of Architecture and Engineering, Capital Planning, Design and Construction, (562)-951-4129**

The basic services amount to be expended under this Agreement shall be determined by the overall usage of each participating campus and the administrative office of the California State University. Payment shall be made in accordance with Rider A, B-1, B-2 and Exhibits A, B.

Trustees of the California State University							Service Provider						
Campus California State University							Firm Name Municipal Plan Check Services						
By (Trustees' Authorized Signature) 							By (Authorized Signature) 						
Printed Name and Title of Person Signing Elvyra F. San Juan, Assistant Vice Chancellor							Printed Name and Title of Person Signing Suzanne Park, Professional Engineer						
Address of Campus Project Administrator Capital Planning, Design and Construction 401 Golden Shore, Long Beach, CA 90802							Address of Service Provider 1550 Parkside Drive, #125 Walnut Creek, CA 94596						
SCO Acct	Fund	Sub Fund	Agency	Yr.	Ref/Item	Category	Program	Element	Component	Chapter	Fiscal Yr.	Legal Ref.	
			6620										
Fund Name Trust Fund				PS Account 613001	PS Fund 54209	PS Dept. ID 1089	PS Program	PS Class	PS Project/Grant				
Amount Encumbered \$0.00				I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.  Signature of Accounting Officer								Date 10/6/17	
Amount of Increase \$0.00													
Amount of Decrease \$0.00				I hereby certify that I have examined the written Agreement and find the same to be in accordance with the requirements of California State University Contract Law. FRAMROZE M. VIRJEE, General Counsel								Date 10/4/17	
Total Amount Encumbered \$0.00				By Attorney 								Date	

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

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 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.
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.
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:
 - a. **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.
 - b. **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.

- c. **Workers' Compensation Insurance:**
This insurance shall include Employers Liability limits of \$1,000,000 and other limits required under California law.
- d. **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.

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:

- a. 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.
- b. The scope of coverage shall be shown on the certificate of insurance.
- c. The Service Provider shall provide written notice of cancellation of coverage within thirty (30) days to the Trustees.
- d. The Service Provider shall notify the Trustees in writing of any material change in insurance coverage.
- e. Renewal certifications shall be timely filed by the Service Provider for coverage until the work is accepted as complete.

Insurance policies except for Workers Compensation and Professional Liability insurance shall contain, or be endorsed to contain, the following provisions:

- a. For the general and automobile liability 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.
- b. 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.
- c. 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.

Additional Insurance Provisions

- a. Any deductible under any policy of insurance required in this section shall be the Service Provider's liability.
 - b. Acceptance of certificates of insurance by the Trustees shall not limit the Service Provider's liability under the Agreement.
 - c. 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 IOR 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.

End of Rider A

**Rider B-1 - Scope of Work
Construction Document Plan Check Review**

1.0. General:

The scope of this work is to provide an independent, responsible, third-party opinion of California Building Code (CBC) code compliance on various CSU projects presented at a 95% complete Construction Document level. A separate scope (Rider B-2), describes Preliminary Code Assessment Review services that can be authorized separate to this work.

2.0. Capability:

This work requires that the Service Provider provide timely, insightful CBC compliance assessments on individual projects that the California State University may consider, these may variously include simple to complex buildings in all use types, new construction, renovation of existing facilities, as well as infrastructure works.

3.0. Authorization and Administration of the Work:

- 3.1. Trustees' representative, an authorized staff by an individual campus or Office of the Chancellor Campus Planning Design and Construction (CPDC), may authorize work under this Agreement. CPDC administers the Master Enabling Agreement. Individual campuses participate in this agreement.
- 3.2. There is no geographic assignment for plan check reviews. Campuses may select any Service Provider authorized by CPDC to provide plan check review services. No minimum assignment of work to the Service Provider is guaranteed.
- 3.3. To initial work, Trustees' representative will issue a Service Order Authorization to authorize a plan check review assignment to an individual Service Provider under this Agreement. Receipt of a signed Service Order Authorization constitutes authorization to proceed on a particular review. All work requires pre-authorization.
- 3.4. **The Construction Document Plan Check Review (Rider B-1), and Preliminary Code Assessment Review (Rider B-2)** are *separate* scope of work authorizations. Trustees' representative will identify the desired scope in each individual Service Order Authorization.
- 3.5. The fees structure for this Rider B-1 work is consistent for all Service Providers. Individual Service providers can provide comparative advantage by service responsiveness, staff capability, thoroughness of reviews, and use of supporting checklists appropriate to a particular review.
The CSU recognizes that checklists are not all encompassing, but that they do offer a structured framework and identify broad issues of particular concern. CPDC A/E provides website links to checklists it has found useful.
- 3.6. The Agreement term identifies the time period that *Service Order Authorizations* may be issued under this Agreement. Once authorized, work may be completed under this Agreement irrespective of the Agreement term unless otherwise terminated in writing by the Trustees' representative.
- 3.7. The CSU per Education Code 66606 is authorized to contract and construct. Per CBC 1.2.1.2, CSU is authorized to appoint a building official responsible

(Continues to page 2)

for enforcement of the provisions of the California Building Standards Code. The Chief of Architecture and Engineering at the Office of the Chancellor is the CSU appointed Building Official. Under this authority the CSU Building Official appoints Campus Deputy Building Officials to assist in CBC enforcement. The Service Provider's role in this is to provide an opinion of CBC compliance. The CSU will use and rely upon these code assessment opinions in managing its capital program and building official responsibilities.

4.0. The Plan Check Review:

- 4.1. You are authorized to begin a plan check review upon receipt of a signed Service Order Authorization.
- 4.2 Evaluate plans for compliance with the current edition of the California Building Code (CBC) as adopted by BSC, DSA-AC and SFM.

Review Item: The review shall consider all code component part requirements including:

- Part 1 - Administrative Code
- Part 2 - Volumes 1 and 2 Building Code
- Part 3 - Electrical Code
- Part 4 - Mechanical Code
- Part 5 - Plumbing Code
- Part 6 - Energy Code
- Part 8 - Historical Building Code
- Part 9 - Fire Code
- Part 10 - Existing building Code
- Part 11 - Green Building Standards Code
- Part 12 - Reference Standards Code

CSU Seismic Policy (Available online CPDC A/E).

The CSU has established campus-specific 'seismic ground motion parameters' that supersedes CBC values. CSU also implements a conservative evaluation of CBC Structural Risk Category (CBC 1604) assignments.

- 4.3 **Review Item:** Use of non-current code editions must be approved in writing by the CSU Building Official.
- 4.4 **Review Item:** The target of the review is complete project construction documents including: plans, specifications, engineering calculations and supporting campus-supplied documents including: soils investigation reports and parcel maps, provided to you for review. Documents may be provided in electronic or print form.
- 4.5 **Review Item:** Examine the project construction documents and supporting information supplied for their general state of completeness and internal consistency. The construction documents presented for review need to be complete and construction ready, save stamping. Identify submittals not meeting this standard via comment as incomplete.

- 4.6. **Review Item:** Provide itemized comments that may arise from the review. Comments may include advisory comments that identify concerns regarding document legibility, clarity of intent, unreferenced details, incorrect detail call outs, missing or inconsistent references, missing sheets, references to projects or parties not involved in this project, etc.
- 4.7. **Notification:** Coordinate with the campus and perform the review in the manner that is agreed most effective for the individual circumstances; electronic document review or print plan review.
- 4.8. **Deliverable:** For each plan check review, develop a comprehensive 'Plan Check Report' of items considered to be at variance with applicable codes. Provide reports in Word or Excel format.

The Plan Check Report shall provide sufficient description so as not to require reference to a marked up *print* edition of the documents. The Plan Check Report may include annotated *electronic* document image captures to facilitate reporting.

5.0. Target Plan Review Durations and Work Flow:

5.1. **Time is of the Essence**

Project activities are contingent upon the timely completion of the 95% Construction Document Plan Check Review. Use best efforts to complete the initial Plan Check Report within the following timeframes:

Project Construction Value	<i>Initial Review Calendar Days</i>	<i>Back Check Review Calendar Days</i>
\$3,000,000 and under	<i>Seven (7)</i>	<i>Seven (7)</i>
\$3,000,001 to \$10,000,000	<i>Twenty-one (21)</i>	<i>Fourteen (14)</i>
Over \$10 Million	<i>Twenty-one (21)</i>	<i>Twenty-one (21)</i>

- 5.2. **Notification:** Keep the campus informed on projected delivery date once the review is started and the character of the project is better known.

6.0. Back-Check Reviews:

- 6.1. Perform a back-check review of the documents that have been revised by the A/E team to address plan check review comments. Two (2) back check reviews should be anticipated for this work.
- 6.2. **Deliverable:** Provide back-check review comments in electronic format. Identify comments as Resolved, Not Resolved, Acknowledged, etc.
- 6.3. Use best efforts to complete the back-check review in a timely manner.

- 6.4. **Notification:** Contact the Trustees' representative and discuss the project's status if more than two back-checks are needed. It is important to ascertain that the A/E is being responsive, that the unresolved comment issue is clear, and that the campus is aware of repeat unresolved issues.
- 6.5. If persistent/pervasive unresolved comment responses and/or poor professionalism is observed elevate the issue to CPDC A/E.
- 6.6. If minimal comments remain and good faith effort is present, it is acceptable to issue a Recommendation of Approval letter with a couple specific items to complete as noted.

7.0. Recommendation of Approval:

Upon resolution of plan check comments, the Service Provider shall:

- 7.1. **Deliverable:** Issue a 'Recommendation of Approval' letter confirming the Service Provider's opinion of code compliance.
- 7.2. **Review Item:** Identify deferred submittals and unresolved issues (if any) as a part of the Recommendation of Approval letter.

8.0. Disposition of Physical Documents:

Upon resolution of plan check comments, the Service Provider shall:

- 8.1. Retain the plan review set to assist in future deferred submittals as may be required.
- 8.2. Issue a Recommendation of Approval letter. Stamp marking of construction documents is not required.
The Campus Deputy Building Official will issue a permit in writing or by stamp as 'REVIEWED FOR CODE COMPLIANCE' upon their determination.
- 8.3. Notify campus by email upon final invoice for the respective project that plan set(s) will be discarded in thirty days unless other distribution is requested by campus.

9.0. Deficient/Incomplete Documents:

If a project submitted for review is found to be significantly incomplete, the Service Provider shall halt review and seek direction from the campus and advise CPDC A/E. *It is important for CSU to be cognizant of A/E standard of care performance concerns. It is far easier to address issues at this stage.*

If campus elects to direct the A/E to revise and resubmit, accommodate this. If the campus elects to terminate the review, invoice for work completed on the project and note on the invoice 'Incomplete Submittal, Review Terminated at Campus Election'. New work will require a new Service Order Authorization.

10.0. Deferred Submittals:

Deferred submittals are an assumed part of all submittals.

- 10.1. **Review Item:** A list of deferred submittals shall be provided by the A/E in a table format early in the Architectural plan set. This is a required review item.

- 10.2. **Notification:** Identify the A/E listed Deferred Submittals for the project as a project comment. The A/E will presumably confirm in response. This confirmation shall allow the opportunity for separate action by the 'Trustees' representative if required.
 - 10.3. **Review Item:** Deferred submittals likely to contain accessibility elements (I.e., elevators) are allowed so long as plans are sufficiently detailed to reasonably confirm access compliance.
 - 10.4. **Deliverable:** Identify deferred submittals in the 'Recommendation of Approval' letter.
 - 10.5. **Notification:** Three (3) months after the completion of the 95% review issue an email to campus identifying deferred submittals received/reviewed/still outstanding.
 - 10.6. **Deliverable:** Resolve each individual deferred submittal with a 'Recommendation of Deferred Submittal Approval' letter.
- 11.0. Phased Project Reviews, Phased Permits:**
- 11.1. **Review Item:** The campus may authorize Phased Project Permit review approach for construction (I.e., demo, foundations, structural frame, etc.). The phased permit approach needs to be identified on the Architectural set at the onset of the review. When this method is employed the plan review will be broken into discrete component parts.
- Review Item:** Phased review divisions of work increments have been agreed to between the CSU and Office of State Fire Marshal. Phases may be combined, but may not be divided further than indicated below.

Rider B-2	Preliminary SFM review	An early schematic phase advisory review with SFM.
Rider B-2	Code Analysis	A SFM required distinct phase
Rider B-1	Demo Site mobilization	Can be combined with Site Grading and Utilities
Rider B-1	Site Grading and Site Utilities	Phases may be combined, but not further split.
Rider B-1	Foundations	Needs only a plan outline and systems description
Rider B-1	Structural Frame	Defines the complete structural components of the foundation and structural system
Rider B-1	All other work in one combined package	All other work. Cannot be phased further.

Details of the composition of each package are described more fully online (CPDC A/E).

- 11.2. **A phased permit approach is a part of the 95% review scope.** Phased components organized per above shall be individually reviewed as a part of a single project Service Order Authorization.

- 11.3. **Review Item:** Incremental Permit submittals shall be complete stand-alone packages with plans, specifications and supporting calculations present. Foundation plans for SFM purposes needs only a plan outline and systems description.
- 11.4. Each phase submittal shall be handled as a complete and distinct construction review I.e. intake, review, back-check recommendation (or not) of approval.

12.0. Distribution of Reviews:

- 12.1. **Deliverable:** Go paperless for all review correspondence and notifications.
- 12.2. **Deliverable:** Provide correspondence in Word and PDF format. Electronic security signatures may be provided, but are not required.
- 12.3. **Deliverable:** Send project communications to the campus directly. DO NOT send Project Plan Check reports independently or by cc to the architect/design team.

The campus project manager is tasked to review the plan check and back check reports and if they have questions to review with you. Sending a report, even as a copy, to the design team confuses lines of communication/direction and potentially unduly mobilizes team resources, for example if we take exception to a review comment or see substantial comments in a particular aspect.

13.0. Relationship to Other Reviews Coordinated by CSU:

The CSU coordinates several reviews as a part of its building official assessment of code compliance.

13.1. Division of the State Architect, Access Compliance Review (DSA)

For DSA is important to CSU that independent plan check review occur and responses incorporated into the construction documents prior to the CSU DSA submittals. This is to build a track record of minimal comments from DSA. Processing with concurrent reviews with DSA and independent plan check review defeats the intent and damages CSU's credibility.

Review Item: Provide an accessibly compliance review on all projects. A finding of no issues applicable say for a mechanical system replacement has its own confirming value. AFTER completion and resolution of your overall plan check review, CSU will coordinate a separate subsequent submittal to DSA. For CSU projects, unless it is an Essential Services Facility, DSA reviews only for accessibility compliance.

13.2. State Fire Marshal (SFM)

CSU seeks to present a code compliant submittal to SFM from the onset.

It is CRITICALLY IMPORTANT to CSU that independent plan check review occur and responses incorporated into the construction documents prior to the CSU SFM submittals. This is to improve the quality of CSU construction documents, build towards a track record of minimal comments from SFM, and facilitate timely SFM review. CSU Recognizes the value of minimal review comments from SFM.

Review Item: Review for fire/panic-safety issues, specifically CBC Part 2 Volume 1, Chapter 9 Fire Protection Systems and Chapter 10 Means of Egress. Review for need, system type, location, location protection, interconnections with power, mechanical control systems, etc.

Review Item: Review and confirm that complete code analysis is presented is CBC compliant! Confirm that the project is code complaint on its defined site. Confirm general building heights, areas, types of construction, use, and occupancies proposed. Review closely for document tabular coordination.

CSU maintains SFM review issue check lists online as well as Technical Bulletins that will impact plan reviews. Periodically monitor the CPDC A/E site for updates.

Review Item: Compare reference furniture layout plans against claimed occupancy counts. Comment if indicated seating density is greater than numerical occupancy identified.

Review Item: It is not necessary to confirm the hydraulic design of the fire suppression systems; only to verify that an analysis is called for. Hydraulic sprinkler design verification is provided by SFM.

Review Item: It is not necessary to confirm the analysis design of smoke systems; only to verify that a reasonably defensible analysis is present and that the required Fire Protection Engineer review and concurrence of approach certification is present. System verification and acceptance are provided by SFM.

Review Item: Request a copy of all project SFM review comments from the Campus project manager. Compare SFM review comments against your review comments. Work towards eliminating recurring citations of the same element. *Timely realization of SFM approvals is value added to the CSU.*

13.3. **Seismic Peer Review (SRB)**

Review Item: Provide a structural code review evaluating both gravity and seismic elements for code compliance.

Review Item: The CSU has developed campus-specific geotechnical values. The CSU publishes and updates these values in table form in Attachment B of the CSU Seismic Requirements document available online.

Review Item: Use these campus-specific geotechnical values in lieu of the more generalized site values identified in the building code. You may identify that these values were relied upon in your review.

The CSU performs a separate independent technical peer review of the seismic aspects of construction projects for conformance to good seismic restraint practices. This peer review process will have been occurring from the start of design on the project. A Construction Document phase peer review will be occurring concurrently, but separately, with this plan check review.

13.4. **Health Department Review**

Review Item: Health Department plan review is a separate review that may be occurring concurrently to the Plan Check Review. Consider the Health Department review supplemental, but separate to your assessment.

Review Item: A pool review shall include structural and mechanical consideration. In particular, review for potential 'H' occupancy issues related to chemical storage and pool-specific access compliance for the pool and route of travel to and into the pool.

13.5. Other Reviews

Other miscellaneous reviews occur. CSU will seek to schedule them AFTER the completion of the Plan Check Review. *Completion of this Plan Check Review will impact the start of other reviews.*

13.6. Construction Field Review

Construction field inspection/observation services are not a part of this work.

14.0. Comment Disposition:

14.1. A comment once made becomes permanent. It is important to show the record of identification and resolution of issues. Striking comments defeats the transparency CSU asks to demonstrate to its agency partners.

14.2. All comments must be addressed. Comments once made can be:
Acknowledged
Pending
Resolved
Not Resolved
Building Official Determination Required
Withdrawn; the comment needs to remain for the record.

15.0. Code Interpretations:

Review Item: The CSU CPDC Chief of Architecture and Engineering is the appointed Building Official for the system. Coordinate with CPDC if code interpretation questions arise.

16.0. Extra Services:

16.1. Extra services if deemed necessary will be authorized as a separate Service Order Authorization. Seek concurring approval in advance of 'Extra Service' work.

16.2. The following services will be evaluated and depending on the project may be authorized by separate Service Order Authorization as additional work.

1. (Likely) Rider (B-2) Preliminary Code Assessment Consulting Review
2. (Unlikely) Extensive back check reviews (three or more). A small back-check resolving a few items would not be justifiable as an extra service.
3. (Unlikely) Substantial additional review required due to repackaging of documents (overbids).

16.3. Clarifications are a part of the work.

1. Incidental meetings or brief calls to clarify review comments or confirm acceptable alternative solutions shall be provided as a part of the work.
2. Incidental observations on the completeness and document coordination shall be provided as a part of the work.

17.0. Reimbursable Expenses:

17.1. Shipping charges incurred per this scope are reimbursable at cost.

(Continues to page 9)

Shipping reimbursement is only anticipated where the campus requests return of set(s) that they supplied. As these sets quickly become outdated with the evolution of the document set we anticipate shipping will be infrequent.

17.2. Phone calls and office consumables incidental to providing the plan review services are not reimbursable under this agreement.

18.0. Work Reporting:

Provide an annual, Excel-based, plan review activity report summary of reviews undertaken during the contract period (7/1/17 to 6/30/18). Provide reporting within 30 days after the contract period (7/31/18). Reports from Rider B-1 and B-2 may be combined.

Report shall include:

- a. Campus
- b. Project name
- c. Current review status (Active/Complete)
- d. Date of 'Recommendation of Approval' letter

Compile report information and email to CPDC attention:
Thomas Kennedy tkennedy@calstate.edu

19.0. Plan Check Review Fees:

19.1. **Small Project Reviews: Up to Minor Cap Limit (currently \$656,000)**
Projects that can be reviewed with a single day's effort exclusive of administrative support shall be reviewed under a 'Day-Tripper' flat rate fee of \$2,000 (Two thousand dollars). This is intended for minor capital or single-item type projects i.e., roof replacement, mechanical system replacements etc. Single-item projects may exceed the Minor Capital threshold and still fall under this category. *Use inclusive judgment here.*

19.2. **Standard Fee Schedule: > Minor Capital Limit to \$50,000,000**
For projects greater than the Minor Capital Limit up to \$50,000,000, Plan Check Review fees shall be in accordance with the Plan Review Fee Schedule shown below. **For projects in this category a \$4,000 minimum fee applies.**

To calculate fee: 1. *Determine the Building permit fee amount.* 2. *Select formula that applies based on project size.* 3. *Calculate fee.*

**PLAN CHECK REVIEW FEE SCHEUDLE
CSU BUILDING PERMIT FEE**

Used in the calculation of CSU Standard Plan Review Fees

TOTAL VALUATION	CSU BUILDING PERMIT FEE
<i>\$656,001 and up</i>	<i>\$4,000 for the first \$1,000,000 plus \$3.15 for each additional \$1,000 or fraction thereof</i>
<i>\$50,000,001 and greater</i>	<i>Fee Proposal by Service Provider upon request by campus. The campus may solicit proposals from multiple approved providers.</i>

Notification: The construction cost value is identified in the project budget *[[CSU form 2-7], Line 7 - Total Construction]*. The construction cost value may be obtained either from the campus or CPDC CO.

<u>2-7 Total Construction Cost</u>	<u>Plan Check Review Fee</u>
Up to Minor Capital limit*	Day-Tripper fee \$2,000
>Minor Capital limit to \$3,000,000	[CSU Bldg. Permit Fee] x [0.70] = <u>Fee</u> \$4,000 fee minimum applies.
\$3,000,001 to \$10,000,000	[CSU Bldg. Permit Fee] x [0.60] = <u>Fee</u>
\$10,000,001 and \$50,000,000	[CSU Bldg. Permit Fee] x [0.50] = <u>Fee</u>
\$50,000,001 and above	Negotiated (See 19.4)

- 19.3. **Standard Fee Complexity Premium:** A per project, fee supplement up to \$5,000 (five thousand dollars) over the calculated Plan Check Review Fee may be granted *at the discretion of the campus* to complex projects if one or more of the following complications are present:

- Smoke control system
- High rise designation
- Single room occupancy greater than 500 persons
- Eight or more fume hoods
- An indoor pool
- H occupancy not incidental to pool operation/storage
- Other complexities

The Complexity Premium does not apply for Day-Tripper type reviews or incidental occurrences, i.e., tenant improvements in a high rise structure.

- 19.4. **Large Project Fee: Greater than \$50 Million.**
For projects over \$50,000,000 in construction cost the plan check review fee shall be determined by a project-specific fee proposals by the Service Provider to the campus. *Anticipate that the campus may be soliciting concurrent proposals from other authorized providers.*

20.0. Invoices and Payment:

- 20.1. **Notification:** Coordinate with individual campuses authorizing work for invoicing and payment.

- 20.2. Payment for services and reimbursable will be made in arrears for work completed to the satisfaction of the Trustees' representative upon presentation of a written statement not exceeding amounts previously authorized.

- 20.3. Payment will be authorized at the following milestone points:

90% of the Service Order Authorization amount upon issuance of Recommendation of Approval letter.

10% of the Service Order Authorization amount upon the resolution of all listed deferred submittals.

As a campus workflow consideration the campus may administratively authorize 100% payment in advance at its discretion.

21.0. Contract Management:

The Office of the Chancellor manages the system-wide administration of this Agreement. Direct questions of contract administration and/or code interpretations to:

Thomas Kennedy
Chief of Architecture and Engineering
Capital Planning Design and Construction
California State University, Office of the Chancellor
401 Golden Shore 2nd Floor
Long Beach, CA 90803
Direct (562) 951-4129
Cell (562) 233-9901
tkennedy@calstate.edu

End of Rider B-1

**Rider B-2 - Scope of Work
Preliminary Code Assessment Review Services**

1.0. General:

The scope of this work is to provide an independent, responsible, third-party code compliance design assessment in a peer review context during the initial design phases of a project.

The potential nature of Preliminary Code Assessment Review Services scope is broad and expected to vary per project. It may involve a single consultation review or multiple meetings, iterative reviews and/or participation at Office of State Fire Marshal (OSFM) Preliminary Code Review meetings. The work is expected to be provided on either an hourly or negotiated lump sum basis. The nature of the desired services and fee basis will be briefly identified in the individual Service Order Authorization.

2.0. Capability:

This work requires that the Service Provider provide timely, insightful, knowledgeable, and importantly, OSFM-credible, preliminary code compliance assessments to ensure the project will comply with California Building Code (CBC) and Office of State Fire Marshal requirements.

This work requires the ability to critically assess and challenge initial A/E team design code assumptions. This role in part will be to screen out impractical or idealistic assumptions that would be questionable to OSFM. The Service Provider may be called upon to defend their findings/opinions in a Preliminary Code Review Meeting with the OSFM.

3.0. Authorization and Administration of the Work:

- 3.1. Trustees' representatives, i.e., individual campuses or Office of the Chancellor Campus Planning, Design and Construction (CPDC) staff may authorize work under this agreement. CPDC will administer the Master Enabling Agreement. Individual campuses participate in this agreement.
- 3.2. There is no geographic assignment for this work. Campuses may select any Service Provider authorized by CPDC to provide these services. No minimum assignment of work to the Service Provider is guaranteed.
- 3.3. The campus or CPDC will issue a Service Order Authorization to contract work with the Service Provider under this Agreement. Receipt of a signed Service Order Authorization constitutes authorization to proceed on a particular review. All work requires pre-authorization.
- 3.4. The Preliminary Code Assessment Review (Rider B-2) and Plan Check Review (Rider B-1) are *separate* scope of work authorizations. The campus project manager will identify the desired scope in each individual Service Order Authorization.
- 3.5. The Agreement term identifies the time period that Service Order Authorizations may be issued under this agreement. Once authorized, work started shall be completed under this agreement irrespective of the agreement term unless otherwise terminated in writing by the trustees.

4.0. The Preliminary Code Assessment Review:

- 4.1. **Review Item:** Provide Preliminary Code design assessments in a peer review context as an advisor to the university.
- 4.2. **Review Item:** Assess the viability, practicality, constructability, code compliance of potential design approaches. Discuss potential design alternatives with the campus, i.e., alternate construction types. Meet with the campus and design teams as directed by the campus to facilitate this peer review assessment.
- 4.3. **Deliverable:** Provide a summary of observations from plan reviews and meetings in report format to the campus.

5.0. Target Plan Review Durations and Work Flow:

Time is of the essence and timely performance is required. Work with the campus to schedule mutually agreeable review durations. Provide peer review comments for designs in a timely manner.

6.0. Back-Check Reviews:

Deliverable: If the campus requests a confirming back check review, provide it in a timely manner. Unlike the more structured Plan Check Review process, this Preliminary Code Review design assessment work anticipates an iterative exchange of ideas and discussion on design development and approach.

7.0. Recommendation of Approval:

Deliverable: Provide a letter of design concurrence of the project Code Analysis document package to facilitate OSFM review/acceptance of the project.

8.0. Deficient/Incomplete Documents:

Deliverable: This work seeks to support the development and OSFM approval of a Code Analysis document review package.

9.0. Fast Track / Incremental Permits:

Provide review and comment on proposed permit approaches and alternatives.

10.0. Distribution of Reviews:

- 10.1. **Deliverable:** Go paperless for all review correspondence and notifications.
- 10.2. **Deliverable:** Provide correspondence in PDF format. Electronic security signatures may be provided, but are not required.
- 10.3. **Deliverable:** Send project communications to the campus directly. Copy CPDC A/E on all reviews and recommendation of approvals. Do NOT send project review reports independently or by cc to the architect/design team. It is the responsibility of the campus to first review and then route your reviews to the A/E teams.

11.0. Fire Protection Engineering Analysis:

11.1. **Review Item:** Evaluate for fire and life safety concepts and presence, specifically California Building Code (CBC) Part 2 Volume 1, Chapter 9 Fire Protection Systems, for inclusion/indication of project-required systems including:

- Automatic sprinkler systems
- Alternative automatic fire extinguishing systems
- Standpipe systems
- Portable fire extinguishers
- Fire alarm and detection systems
- Emergency alarm systems
- Smoke control systems
- Smoke and heat removal
- Fire command centers
- Fire department connections
- Fire pumps
- Emergency responder safety features
- Emergency responder radio coverage.

This scope is not seeking the detailed review of the layout for such systems rather that the system is intended to be provided or not.

11.2. **Deliverable:** Discuss project-specific fire and life safety designs elements with campus and project design team.

11.3. **Deliverable:** Where directed by campus, PARTICIPATE in meetings with OSFM.

12.0. Extra Services:

Extra services require pre-authorization and when needed will be authorized as a separate Service Order Authorization.

In Preliminary Code Assessment review, the only extra service anticipated would be an extension of the hourly not to exceed limit originally authorized.

13.0. Reimbursable Expenses:

13.1. Shipping charges incurred per this scope are reimbursable at cost.

In most cases shipping reimbursement is only anticipated where the campus requests return of set(s) that they supplied. As these sets become quickly outdated with the evolution of the design process we anticipate shipping will be infrequent.

13.2. When requested by campus, reasonable travel expenses to attend in-person meetings located greater than 50 miles from the Service Provider's office are reimbursable. Travel for meetings within 50 miles is considered incidental and part of the work and is not reimbursable.

13.3. Services incidental to the work, i.e., phone calls and office consumables are not reimbursable under this agreement.

14.0. Work Reporting:

Provide an annual, Excel-based, plan review activity report summary of reviews undertaken during the contract period (7/1/17 to 6/30/18). Provide reporting within 30 days after the contract period (7/31/18). Reports from Rider B-1 and B-2 may be combined.

Report shall include:

- a. Campus
- b. Project name
- c. Current review status (Active/Complete)
- d. Date of 'Recommendation of Approval' letter

Compile report information and email to CPDC attention:
Thomas Kennedy tkennedy@calstate.edu

15.0. Fees:

- 15.1. Fees for this work shall be provided either on an hourly basis with a Not to Exceed limit or a negotiated lump-sum fee. The Service Order Authorization for each project will identify the fee basis and amount.
- 15.2. The hourly rate sheet of this Service Provider is attached as an exhibit to this agreement.

16.0. Invoices and Payment:

- 16.1. Payment for services and reimbursable charges will be made in arrears for work completed to the satisfaction of the Trustees upon presentation of a written statement not exceeding amounts previously authorized.
- 16.2. Invoice to the respective individual campuses authorizing work.

17.0. Contract Administration:

The Office of the Chancellor manages the systemwide administration of this contract. Direct general agreement questions and code compliance concerns to:

Thomas Kennedy
Chief of Architecture and Engineering
Capital Planning Design and Construction
California State University, Office of the Chancellor
401 Golden Shore 2nd Floor
Long Beach, CA 90802
Office (562) 951-4129
Cell (562) 233-9901
tkennedy@calstate.edu

End of Rider B-2

THE CALIFORNIA STATE UNIVERSITY

Exhibit A – Service Order and Authorization to Proceed, [Rider B-1 Plan Check] and/or [Rider B-2 Preliminary Code Assessment] Review

[Date]

Ms. Suzanne Park
Municipal Plan Check Services
1550 Parkside Drive, #125
Walnut Creek, CA 94596

Dear Ms. Park:

[Project Name], [Project Number]
[Campus]
Service Order Authorization Number: [insert]

In accordance with the provisions of the Systemwide Master Enabling Agreement Number 170062, you are hereby authorized to [insert as appropriate]

[Provide Plan Check Review for the subject project – (Rider B-1)]

[Provide Preliminary Code Assessment Review for the subject project – (Rider B-2)]

[Provide Preliminary Code Assessment Review]

[Provide Preliminary Access Compliance Code Assessment Review]

- Per fee schedule,
 Hourly with a Not to Exceed limit of: _____,
 Fixed fee amount of: _____.

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, email]

The total amount to be expended under this Service Order shall not exceed **[written and numerical dollar value]** exclusive of reimbursables. To invoice, submit a single signed invoice per project. On each invoice identify the Agreement Number and Service Order Authorization Number. Direct invoices to the project manager named above.

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

Approved:

Fund Certified:

[Name]
[Campus Project Manager]

[Name]
[Campus Contracting / Procurement]

c: Campus Executive Facility Officer
Chancellor's Office Planner
File

Exhibit B - Hourly Rate Schedule

Personnel Description	Hourly BillingRate
Principal Engineer	\$150-170
Structural Engineer	\$150-170
Civil Engineer	\$125-140
MEP Engineer	\$125-140
Plan Checker	\$100-120
Fire Inspector	\$180-200
Sr. Building Inspector	\$100-130
Building Inspector	\$70-95
Permit Technician	\$55-75
Clerical Support	\$50-65