

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this ____ day of _____, 2017, by and between CITY OF ALAMEDA, a municipal corporation (the "City"), and ICF Jones & Stokes, Inc. a Delaware Corporation, whose address is 620 Folsom St., 2nd Floor, San Francisco, CA 94107, (the "Provider"), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Various City projects require environmental professional services. On May 5, 2017 the City issued a Request for Proposal and reached out to the Consultant's on the City's bidders list, the builder's exchanges and posted the Request for Proposal on the City's website. The proposal due date was May 22, 2017. 15 firms submitted proposals. After thorough review of all proposals the City selected the firm that best meets the City's needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. City and Provider desire to enter into an agreement for on-call annual environmental services for fiscal year 2017-2018, upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the 18th day of July 2017, and shall terminate on the 30th day of June 2018, unless terminated earlier as set forth herein.

This Agreement may be mutually amended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the Public Works Director, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The Public Works Director may submit written notice that the contract is to be extended at the same terms and costs as the existing Agreement and the compensation adjusted by the Construction Cost Index for the San Francisco Bay Area as reported in the Engineering News Record for the previous calendar year for the trade(s) associated with the services or tasks.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference, and are to be taken from various funds, as budgeted for the particular project or task.

a. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total compensation for the work under this Agreement is not to exceed **\$150,000**.

4. TIME IS OF THE ESSENCE:

Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a

job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence
 \$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance

premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "Records").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
PUBLIC WORKS DEPARTMENT
950 W. Mall Square, Room 110
Alameda, CA 94501
Attention: Laurie Kozisek, Associate Civil Engineer
Phone: (510) 747-7930 / Fax: (510) 769-6030
Email: lkozisek@alamedaca.gov

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

ICF JONES & STOKES, INC.
630 K Street, Suite 400
Sacramento, CA 95814
ATTENTION: Trina Prince
Phone: (916) 737-3000 / Fax: (916) 737-3030
Email: Trina.Prince@icf.com

18. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. PCC SECTION 9204 SUMMARY - CLAIMS SUBMITTED BETWEEN 01-01-2017 AND 01-01-2020.:

Notwithstanding anything else to the contrary stated in the Information for Bidders (IFB) or the Contract Documents, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2020 shall be governed by PCC Section 9204 and this section.

The following provisions and procedures shall apply:

A. For the purposes of this section, the term "Claim", "Contractor", "mediation", "Public Entity" "Public works project" and "Subcontractor" shall have the meaning provided for in PCC Section 9204.

B. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with PCC Section 9204. Contractor must include reasonable documentation to support each claim.

C. Upon receipt of a Claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.

D. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to PCC Section 9204(d)(1)(C).

E. If the City fails to timely respond to a Claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

F. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

G. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

H. The City reserves all rights and remedies that it has pursuant to the Construction Contract, plans and specification, at law or in equity which are not in conflict with PCC 9204.

I. This Section shall be automatically extended if legislation is lawfully passed which extends the terms of Public Contract Code Section 9204 beyond January 1, 2020.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every

kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

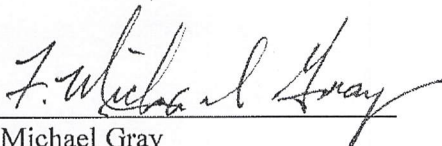
26. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

Signatures on next page

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

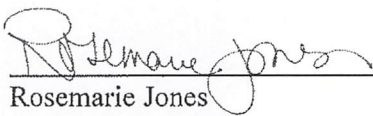
ICF Jones & Stokes, Inc.
A Delaware Corporation



F. Michael Gray
VP, Contracts

CITY OF ALAMEDA
A Municipal Corporation

Jill Keimach
City Manager




Rosemarie Jones
Assistant Secretary

RECOMMENDED FOR APPROVAL



Liam Garland
Acting Public Works Director

APPROVED AS TO FORM:
City Attorney



Janet Kern
City Attorney

Exhibit A

Scope of Services On-Call Annual Environmental Services

The City desires to obtain the services of one or more outside organizations to assist in the preparation of CEQA documents and obtaining necessary permits for capital improvement projects.

The scope of work includes, but is not limited to, the following:

- 1) Provide staff and services on an as-called basis
- 2) Review project plans
- 3) Provide field and literature investigation services for:
 - a. Wetlands
 - b. Special status species and critical habitats
 - c. Construction windows (fish, wildlife and rainfall concerns)
 - d. Water quality
 - e. Archeological resources
 - f. Mitigation suggestions
- 4) Provide construction inspection services as related to permit enforcement
- 5) Direct others to conduct investigations and explorations
- 6) Attend meetings with City and permitting agencies
- 7) Coordinate with the design engineer, architect, general contractor, construction manager, geotechnical consultant, testing consultant, and applicable utilities and agencies
- 8) Prepare reports that summarize observations, present recommendations, estimate costs of implementation, and make conclusions
- 9) Write Initial Studies and Draft Mitigated Negative Declarations and assist the City with submittal of CEQA documents
- 10) Assist City in applications for all necessary permits and consultations with agencies
- 11) Deliver products in hard copy and digital read/write format as needed for review, including all calculations and other deliverables
- 12) The following items are infrequently needed, but the proposers should note in their proposals if they have the in-house or subconsultant capabilities to provide these services:
 - a. Historical resources
 - b. Air quality
 - c. Visual resources
 - d. Land use impacts
- 13) The following services are provided by other on-call consultants for the City and/or are not needed:
 - a. Geotechnical investigations, borings, and testing for characteristics and contaminants
 - b. Hazardous material assessments for buildings (lead, asbestos, etc.)
 - c. Stream water quality and floodway impacts
- 14) Projects might be:

- a. In historic districts
 - b. Near raptor nests
 - c. In historic ranges of endangered species
 - d. Below the lowest tides, in the intertidal zone, or within 100' upland of high water
 - e. In Elsie Roemer Bird Sanctuary, Crown Memorial State Beach, or other parklands
 - f. At the former location of shell mounds
- 15) Typical projects that may need CEQA and/or permits include the maintenance, repair, replacement, enlargement or addition of:
- a. Buildings
 - b. Storm drainage, including pump stations and outfalls to the San Francisco Bay
 - c. Lagoon seawater intake pipe (in San Francisco Bay)
 - d. Sewerage, including sewer pump stations
 - e. Streets, traffic calming, and signals in the public right of way
 - f. Street lights
 - g. Parks and open spaces, including field lighting and multi-use pathways
 - h. Shoreline improvements, including docks, boardwalks, seawalls, dikes, boat ramps, riprap, and "soft" shore protection
 - i. Parking facilities
 - j. Bridges (minor maintenance only)
 - k. Ferry terminals (landside only)
 - l. Salt water lagoons, including dredging
 - m. Tree and other vegetation removal or placement

Fiscal Year On-Call Annual Environmental Services for the City of Alameda

SECTION 4. BILLING RATES

The fee schedule, included below for ICF, WRECO, and Fehr & Peers, includes hourly rates and classifications for all staff proposed for use on projects to be awarded under an on-call contract for environmental services with the City of Alameda.

ICF

If selected to provide services under this contract, ICF would prepare separate proposals for specific projects at the request of City staff. These proposals would include detailed cost estimates identifying the specific staff and work approach the ICF team proposes for each project, and would primarily consist of staff identified in this proposal. ICF assumes that the City would issue individual task orders for each project awarded to ICF, with a total compensation for all task orders combined not-to-exceed \$150,000 per fiscal year.

Labor Classification	Per Hour
Senior Project Director	\$270
Project Director	\$255
Technical Director	\$225
Senior Technical Analyst	\$190
Managing Consultant	\$185
Senior Consultant III	\$180
Senior Consultant II	\$150
Senior Consultant I	\$140
Associate Consultant III	\$135
Associate Consultant II	\$120
Associate Consultant I	\$110
Assistant Consultant	\$105
Administrative Technician	\$75
Technician	\$65
Intern	\$60
Other Direct Expenses	
Copy Center Services:	
- Color printing (8.5" x 11"—11" x 17")	\$0.16 to \$0.32/page
- Black & White printing (8.5" x 11"—11" x 17")	\$0.08 to \$0.16/page
Automobile mileage at current IRS rate	\$0.535/mile
Electronic Field Equipment	\$10.00/day
A general and administrative charge of 10% will be applied to all other direct costs, inclusive of subcontractor charges.	
Per diem is charged at \$175.00/day. A lodging surcharge will apply in high rate areas.	
Billing rates are effective July 1, 2017 through June 30, 2018. Billing rates are subject to revision if the contract is extended an additional fiscal year.	

Fiscal Year On-Call Annual Environmental Services for the City of Alameda

WRECO

Effective January 1, 2017

<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Principal Engineer	\$ 225.00	\$ 250.00	Senior Geotech	\$ 150.00	\$ 200.00
Supervising Engineer II	\$ 200.00	\$ 225.00	Associate Geotech	\$ 120.00	\$ 150.00
Supervising Engineer I	\$ 180.00	\$ 200.00	Staff Geotech	\$ 80.00	\$ 120.00
Senior Engineer II	\$ 150.00	\$ 180.00	Senior Geologist	\$ 120.00	\$ 180.00
Senior Engineer I	\$ 120.00	\$ 150.00	Associate Geologist	\$ 90.00	\$ 120.00
Associate Engineer II	\$ 105.00	\$ 120.00	Staff Geologist	\$ 70.00	\$ 90.00
Associate Engineer I	\$ 90.00	\$ 105.00	Senior Env. Scientist	\$ 120.00	\$ 180.00
Staff Engineer II	\$ 80.00	\$ 90.00	Associate Env. Scientist	\$ 90.00	\$ 120.00
Staff Engineer I	\$ 70.00	\$ 80.00	Staff Env. Scientist	\$ 70.00	\$ 90.00
Senior Biologist	\$ 120.00	\$ 120.00	Senior Technician	\$ 75.00	\$ 100.00
Associate Biologist	\$ 90.00	\$ 120.00	Technician	\$ 50.00	\$ 75.00
Staff Biologist	\$ 70.00	\$ 90.00	Senior Inspector	\$ 75.00	\$ 100.00
Clerical / Tech Editor	\$ 60.00	\$ 90.00	Staff Inspector	\$ 50.00	\$ 75.00

- Expenses are invoiced at 110% of cost.
- Unless expressly provided for within the contract, rates in all contracts are subject to increase as of 01/01/2018.
- Rates for deposition and trial time are 1.5 times those shown above.
- Regular Mileage is per IRS rate (currently at \$0.535 per mile) or as otherwise specified in contract.



Fiscal Year On-Call Annual Environmental Services for the City of Alameda

Fehr & Peers

2016-2017 (July 2016 through June 2017)

Classification	Hourly Rate		
Principal	\$205.00	-	\$325.00
Senior Associate	\$160.00	-	\$320.00
Associate	\$140.00	-	\$220.00
Senior Engineer/Planner	\$130.00	-	\$180.00
Engineer/Planner	\$105.00	-	\$145.00
Senior Technical Support	\$130.00	-	\$180.00
Senior Administrative Support	\$105.00	-	\$145.00
Administrative Support	\$75.00	-	\$125.00
Technician	\$105.00	-	\$145.00
Intern	\$90.00	-	\$100.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (53.5 cents per mile as of Jan 2017).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*

ICF JONES & STOKES, INC.
ASSISTANT SECRETARY CERTIFICATE

The undersigned, ROSEMARIE JONES, hereby certifies:

1. That she is the duly elected and appointed Assistant Secretary of ICF Jones & Stokes, Inc., a Delaware corporation (the "Corporation"), and in that capacity has access to the corporation records, minute books and tax records of the Corporation, and is familiar with the matters therein contained and herein certified;
2. That the Senior Vice President – Contracts and Administration of the Corporation is authorized to bind the Corporation to all terms and conditions of bids, proposals, contracts and other specific actions that may be directed by the Chief Executive Officer, Chief Operating Officer, or Chief Financial Officer, and has authority to sign any and all documents necessary to complete the aforementioned;
3. That ROBERT F. TOTH has been duly elected and appointed Senior Vice President – Contracts and Administration of the Corporation by Consent of the Sole Shareholder of the Corporation and such consent has not been modified, rescinded or revoked, and is at present in full force and effect;
4. That ROBERT F. TOTH is authorized to bind the Corporation to all terms and conditions of the Service Provider Agreement for On-Call Environmental Consultant for the City of Alameda, CA.
5. That ROBERT TOTH has delegated his signing authority to MICHAEL GRAY – Vice President, Contracts, to bind the Corporation and to sign any and all documents necessary in connection with providing support services to the City of Alameda - Service Provider Agreement for On-Call Environmental Consultant

IN WITNESS WHEREOF I have executed this certificate on this 20th day of June 2017 and have affixed the corporate seal of the Corporation.



Rosemarie Jones, Assistant Secretary

ICF Jones & Stokes, Inc.



Delaware

PAGE 1

The First State

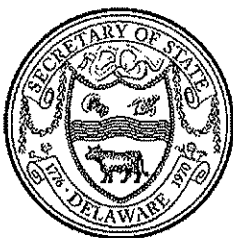
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "JONES & STOKES ASSOCIATES, INC.", CHANGING ITS NAME FROM "JONES & STOKES ASSOCIATES, INC." TO "ICF JONES & STOKES, INC.", FILED IN THIS OFFICE ON THE TWELFTH DAY OF JULY, A.D. 2011, AT 1:39 O'CLOCK P.M.


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4513363 8100

110812512

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8895914

DATE: 07-12-11

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF
JONES & STOKES ASSOCIATES, INC.**

Pursuant to Section 242 of the General Corporation Law of the State of Delaware, Jones & Stokes Associates, Inc. a Delaware corporation originally incorporated on March 4, 2008, hereby amends its Certificate of Incorporation and hereby certifies as follows:

1. The name of the Corporation is Jones & Stokes Associates, Inc.
2. That the Board of Directors of the Corporation, by the written consent of its sole stockholder, filed with minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment of the Certificate of Incorporation of the Corporation:

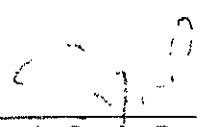
RESOLVED, that the sole director hereby proposes and declares advisable that the Certificate of Incorporation of the Corporation be, and it hereby recommends that it be, amended by changing article **First** to read as follows:

First: The name of the corporation is ICF Jones & Stokes, Inc. (the "Corporation").

3. That in lieu of a meeting and vote of the sole stockholder, the sole stockholder of the Corporation has given written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

4. That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Jones & Stokes Associates, Inc. has caused this certificate to be signed this 23 day of June, 2011.



Sergio Ostria, President



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/19/2017

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 USA

CONTACT
NAME:
PHONE
(A/C. No. Ext): (866) 283-7122 FAX
(A/C. No.): (800) 363-0105

E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
ICF Jones & Stokes, Inc.
Attn: Misha Freimann
9300 Lee Highway
Fairfax, VA 22031 USA

INSURER A:	Great Northern Insurance Co.	20303
INSURER B:	Pacific Indemnity Co	20346
INSURER C:	AXIS Surplus Insurance Company	26620
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570066969434

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3581-24-09 Package - Domestic	07/01/2016	07/01/2017	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
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			7352-29-55 Automobile - All States	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7175-43-37 Workers Comp	06/25/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	<input checked="" type="checkbox"/> E&O-MPL-Primary			EBZ768043/01/2016 Errors & Omissions	07/01/2016	07/01/2017	Each Claim \$1,000,000 Overall policy aggre \$1,000,000

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

1 - Professional Liability is a Claims Made policy. There is no Additional Insured status on the Professional Liability coverage.

2 - The City of Alameda, its City Council, boards, commissions, officials, employees and volunteers are included as Additional Insureds under the General Liability and Automobile policies.

3 - The indicated coverage is primary and non-contributory but only as respects work being done by ICF Jones & Stokes, Inc. for

CERTIFICATE HOLDER

CANCELLATION

City of Alameda
Public Works Department
950 W. Main Square, Room 110
Alameda, CA 94501 USA

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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570066969434

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

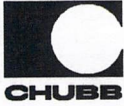
AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED ICF Jones & Stokes, Inc.	
POLICY NUMBER See Certificate Number: 570066969434			
CARRIER See Certificate Number: 570066969434	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:
the City of Alameda.

4 - waiver of subrogation is included to the extent permitted by law.



Liability Insurance

Endorsement

Policy Period JULY 1, 2016 TO JULY 1, 2017
Effective Date JUNE 16, 2017
Policy Number 3581-24-09 DTO
Insured ICF INTERNATIONAL INC.
ICF JONES & STOKES, INC.
Name of Company GREAT NORTHERN INSURANCE COMPANY
Date Issued JUNE 19, 2017

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

CITY OF ALAMEDA
Risk Management

Date 6-26-17
Lucretia Akil City Risk Manager



Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

✓ **Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

The City of Alameda, its City Council, boards, commissions, officials, employees and volunteers

All other terms and conditions remain unchanged.

Authorized Representative

CITY OF ALAMEDA
Risk Management
6-26-17
Lucretia Aki, City Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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



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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	ICF INTERNATIONAL, INC. ICF JONES & STOKES, INC.
Endorsement Effective Date:	JUNE 16, 2017

SCHEDULE


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

"ANY PERSON OR ORGANIZATION AS REQUIRED BY INSURED CONTRACT".

City of Alameda, its city council, boards, commissions, officials, employees and volunteers

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

CITY OF ALAMEDA
Risk Management

Date 6-26-17
Lucretia Akil, City Risk Manager