This AGREEMENT is made and entered into this 1st day of July, 2021 pursuant to the Public Contract Code 10700, et seq., by and between the Trustees of the California State University on behalf of

<table>
<thead>
<tr>
<th>Campus, hereafter referred to as Trustees, and</th>
<th>Amendment No.:</th>
<th>Agreement No.:</th>
<th>Is agreement for Design Professional services:</th>
<th>Project No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>California State University</td>
<td>2</td>
<td>160084</td>
<td></td>
<td>N/A</td>
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Service Provider, hereafter referred to as Service Provider.

ICF Jones & Stokes, Inc.

License Number: N/A

WITNESSETH: That the Service Provider in consideration of the statements and conditions herein contained, agrees to furnish labor, materials, and equipment and to perform work necessary to complete, in a skillful manner, the following: The Service Provider is to provide California Environmental Quality Act (CEQA) services for California State University (CSU) development projects. This Agreement is an Amendment to CEQA Services Master Enabling Agreement, Service Agreement No. 160084, under which each campus and administrative office of the California State University campus may engage the services of the Service Provider as provided herein.

CEQA Services Master Enabling Agreement, Service Agreement No. 160084, dated July 1, 2016 And Amendment No. 1, dated July 1, 2019 is hereby amended as follows:

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

1. This amendment exercises the option to extend the term for an additional two (2) years. The term of this agreement shall be from July 1, 2021 through June 30, 2023 with no options remaining.

2. This amendment replaces Rider A – Agreement General Provisions, consisting of three (3) pages, with the attached Rider A – Agreement General Provisions, Service Provider, consisting of five (5) pages.

3. This amendment replaces Rider E – Sample Service Order, consisting of one (1) page, with the attached.

Except as amended herein, all terms and conditions of the original Agreement remain unchanged.

Service Provider shall report to the Contract Administrator, Anne Collins-Doehne, Capital Planning, Design and Construction in the Office of the Chancellor, 401 Golden Shore, Long Beach, CA 90802 (562) 951-4161 or acollins-doehne@calstate.edu.

<table>
<thead>
<tr>
<th>Campuses</th>
<th>Firm Name</th>
<th>Service Provider</th>
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</thead>
<tbody>
<tr>
<td>California State University, Office of the Chancellor</td>
<td>ICF Jones &amp; Stokes, Inc.</td>
<td>Trina L. Fisher, Contracts Administrator <a href="mailto:trina.fisher@icf.com">trina.fisher@icf.com</a></td>
</tr>
<tr>
<td>By (Trustees’ Authorized Signature)</td>
<td>By (Authorized Signature)</td>
<td>Trina L. Fisher (Aug 26, 2021 12:46 PDT)</td>
</tr>
<tr>
<td>Printed Name and Title of Person Signing</td>
<td>Printed Name and Title of Person Signing</td>
<td>Paul Gannoe, Chief, Planning and Design</td>
</tr>
<tr>
<td>Address of Campus Project Administrator</td>
<td>Address of Service Provider</td>
<td>401 Golden Shore, Long Beach, CA 90802</td>
</tr>
<tr>
<td>980 9th Street, Suite 1200, Sacramento, CA 95814</td>
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This Agreement may be executed in counterparts all of which taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement by electronic mail in “portable document format”) (“PDF”) form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.
Rider A - Agreement General Provisions, Service Provider

1. Service Provider Relationship. Service Provider, in the performance of this Agreement, is an independent contractor and is not an employee, agent, or officer of the Trustees.

2. Payments. Payments under this Agreement shall be made in arrears of work increment completed to the satisfaction of the Trustees and upon submission of an invoice in CSU invoice format. If not otherwise specified payments for services rendered will be processed monthly upon presentation of invoice.

3. Services. Trustees may issue a written order with respect to the services to be performed under this Agreement at any time before the completion of the services. Trustees shall pay Service Provider an amount for such services as provided in this Agreement, or if not so provided, Trustees shall pay Service Provider a reasonable amount, which shall be agreed upon by the parties.

4. Service Provider shall not utilize any information, not a matter of public record, which is received by reason of this Agreement, for pecuniary gain not contemplated by the terms of this Agreement, regardless of whether Service Provider is or is not under contract at the time such gain is realized (Education Code Section 89006).

5. Ownership. The report, survey, or other product developed by Service Provider pursuant to this Agreement is the property of Trustees and shall not be disseminated to others by Service Provider unless authorized by Trustees.

6. Termination for Convenience. Trustees may terminate this Agreement upon a three (3) business-day advance written notice to Service Provider. In the event of such termination, Service Provider shall be paid only for the work satisfactorily completed.

7. Termination for Cause. Trustees may terminate this Agreement for cause should Service Provider fail to perform as herein provided. In the event of such termination, Trustees shall be relieved of the obligation to make any payment to Service Provider and Trustees may proceed by other means with the work in any manner the Trustees deem proper.

8. Indemnification.
The Indemnification subsection below, next to the checked box, applies to this agreement, while the subsection next to the unchecked box does not apply to this agreement.

a. Provisions of item 8a shall apply if the agreement is with a Service Provider that does not qualify under the provisions of California Civil Code section 2782.8. The Service Provider agrees to hold harmless, defend, and indemnify the State of California, the Trustees of the California State University, the University, and the officers, employees representatives, and agents of each of them from any and all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, including, but not limited to, attorneys’ fees and costs resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Service Provider, its officers, agents, and employees, in the performance of this Agreement. This provision shall survive the expiration or termination of this Agreement.

b. Provisions of item 8b shall apply if the agreement is with a Service Provider that does qualify under the provisions of California Civil Code section 2782.8 and the scope of work is for design professional services. The Service Provider agrees to hold harmless, defend, and indemnify the State of California, the Trustees of the California State University, the University, and the officers, employees representatives, and agents of each of them from any and all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, including, but not limited to,
attorneys’ fees and costs to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct on the part of the Service Provider, its officers, agents, and employees, in the performance of this Agreement. In no event shall the cost to defend charged to the Service Provider exceed the Service Provider’s proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Service Provider shall meet and confer with other parties regarding unpaid defense costs. Service Provider’s liability is not limited to recoverable insurance. This provision shall survive the expiration or termination of this Agreement.

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

1) Any contract for design professional services per the provisions of California Civil Code section 2782.8, or amendment thereto, where a project-specific general liability policy insures all project participants for general liability exposures on a primary basis and also covers all design professionals for their legal liability arising out of their professional services on a primary basis.

2) A design professional per the provisions of California Civil Code Section 2782.8, that provides design professional service and is party to a written design-build joint venture agreement and not the primary holder of the Trustees and Design-Builder contract.

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

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

1) Comprehensive or Commercial Form General Liability Insurance:

On an occurrence basis, cover work done or to be done by or on behalf of the Service Provider and shall provide insurance coverage for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work. Limits of Liability:

- $2,000,000              General Aggregate
- $1,000,000              Each Claim - combined single limit for bodily injury and property damage.

2) Business Automobile Liability Insurance:

On an occurrence basis, cover owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Service Provider and shall provide insurance coverage for bodily injury, property damage, and contractual liability. Use Insurance Service Office (ISO) Form Number CA 0001 covering any automobile. Limits of Liability:

- $1,000,000              Each Accident - combined single limit for bodily injury and property damage.

3) Workers’ Compensation Insurance:

This insurance shall include Employers Liability limits of $1,000,000 and other limits required under California law.

4) Professional Liability Insurance:

Professional liability (errors and omissions) insurance on an occurrence basis is preferred, covering work done or to be done by or on behalf of the Service Provider and providing insurance for professional liability in the amount of $1,000,000 each occurrence. The Service Provider shall obtain and maintain professional liability insurance on a claims-made basis for no less than $1,000,000 each claim and
$2,000,000 annual aggregate, and certification of coverage shall be submitted to the Trustees upon signing of this Agreement. If the total contract amount exceeds $1,000,000 the Service Provider shall renew and keep such insurance in effect for at least ten (10) years after the recordation of the notice of completion.

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

b. Insurers shall be authorized in the State of California to transact insurance and shall hold a current A.M. Best’s rating of no less than 

Verification of coverage shall be provided as follows:

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

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

1) For the general policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.  
2) For claims related to the work, the Service Provider’s insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Service Provider’s insurance and shall not contribute with it.  
3) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.


1) Any deductible under any policy of insurance required in this section shall be the Service Provider’s liability.  
2) Acceptance of certificates of insurance by the Trustees shall not limit the Service Provider’s liability under the Agreement.  
3) The Service Provider’s obligations to obtain and maintain required insurance are non-delegable.
10. Personal Eligibility Certification. If the Service Provider is a natural person, the Service Provider certifies by signing this Agreement that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT. 2105, 2268-69), State of California Governor’s Executive Order W-135-96.

11. Corporate Eligibility Certification. If the Service Provider is a corporation, the Service Provider certifies and declares by signing this Agreement that it is eligible to contract with the State of California pursuant to the California Taxpayer and Shareholder Protection Act of 2003 (Public Contract Code Section 10286, et seq.).

12. Nondiscrimination. In the performance of this Agreement the Service Provider and its consultants shall not deny the Agreement’s benefits nor shall they discriminate unlawfully against any person on the basis of religion, color, ethnic group identification, sex, actual or perceived gender identity, age, physical or mental disability, medical condition, marital status, or age (over 40). Additionally, the Service Provider and its consultants shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination as well.

   a. Service Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0, et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5).

   b. Service Provider shall permit access by representatives of the California Department of Fair Employment and Housing and the Trustees upon reasonable notice at times during normal business hours with at least 24 hours’ notice, to its books, records, accounts, other sources of information, and its facilities as the Department or Trustees shall require to ascertain compliance with this Agreement.

   c. Service Provider and its consultants/subcontractors shall give written notice of their obligations under this Agreement to labor organizations with which they have a collective bargaining or other agreement.

   d. Service Provider shall include the nondiscrimination and compliance provisions of this Agreement in subcontracts to perform work under the Agreement (Government Code Sections 12990, 11135, et seq., Title 2, California Code of Regulations, Section 11105).

13. Drug Free Workplace Certification. The Service Provider hereby certifies compliance with Government Code Sections 8355, 8356, and 8357 in matters relating to providing a drug-free workplace. In accordance with Government Code Section 8355, the Service Provider shall:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations;

   b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

      1) The dangers of drug abuse in the workplace,
      2) The Service Provider’s policy of maintaining a drug-free workplace,
      3) Any available counseling, rehabilitation, and employee assistance programs, and
      4) Penalties that may be imposed upon employees for drug abuse violations;

   c. Require that each employee engaged in the performance of the Agreement be given a copy of the statement required by subpart A, and require that each employee, as a condition of employment on the Agreement, agree to abide by the terms of the statement.

14. Disabled Veteran Business Enterprise. Responsive to direction from the State Legislature (Public Contract Code Section 10115, et seq.), the Trustees are seeking to increase the statewide participation of disabled
veteran business enterprises in contract awards. To this end, Service Provider shall inform the Trustees of any contractual arrangements with consultants or suppliers that are certified disabled veteran business enterprises.

15. Assignment. Service Provider shall not assign benefits or delegate duties under this Agreement in whole or in part, nor assign any moneys due or to become due hereunder without the written consent of Trustees.

16. Successors. The provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the parties hereto.

17. Notice. Notice for either party may be served by delivering it in writing to the party, or by depositing it in a U.S. mail deposit box with postage fully prepaid addressed as shown within the information block of the Agreement page. Nothing herein shall preclude the giving of notice by personal service.

18. Audit. If the Agreement exceeds $10,000, the contracting parties shall be subject to the examination and audit of the State Auditor of the State of California and the California State University Auditor for a period of three years after final payment under the Agreement. This examination and audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the cost of administering this Agreement (Government Code Section 8546.7).

19. DIR Registration. In accordance with Labor Code Section 1720, et seq., the Service Provider shall register with the Department of Industrial Relations (DIR) for this project and pay at least the prevailing wages on services/work aspects where a prevailing wage applies. Such services and/or work aspects include, but are not limited to, the Service Provider or its sub-consultant’s provision of geotechnical studies, potholing involving digging, site surveying and/or construction Inspector of Record services as defined by the DIR.

20. Agreement Changes. Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed and dated by the parties. Oral representations, understandings, or writings not expressly incorporated in the Agreement are void. Unless identified within Exhibit A, Scope of Work, under a separate sub-heading entitled ‘Modifications to Agreement’, it is the intent of the Trustees to use the standard published form of this Agreement and Rider A without modification. The Agreement and Rider A shall not be modified without review and concurrence by CSU Office of General Counsel.

21. Offshoring of CSU Contract Work. Service Provider warrants it certified under penalty of perjury in its bid for this Agreement that the Agreement, and any subcontract performed under the Agreement, will be performed solely with workers within the United States; and if this Agreement, and any subcontract performed under this Agreement, will not be performed solely with workers within the United States, Service Provider described in its bid any parts of the work to be performed by workers outside of the United States. Further, Service Provider warrants no work will be performed under the Agreement with workers outside the United States, except as described in Service Provider’s bid. If Service Provider or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement, and Service Provider did not describe such work in its bid, Service Provider acknowledges and agrees that:

a. CSU may terminate the Agreement without further obligation for noncompliance, and

b. Service Provider will forfeit to CSU the amount CSU paid for the percentage of work that was performed with workers outside the United States and not described in Service Provider’s bid.

End of Rider A
Rider E
Sample Service Order

THE CALIFORNIA STATE UNIVERSITY
CEQA Services Master Enabling Agreement
Service Order & Authorization to Proceed

[Date]

To:

Subject: [Campus]
[Project Number] - [Project Name]
Provider Service Order & Authorization to Proceed Number: [insert]

In accordance with the provisions of the California State University (CSU) Systemwide Master Enabling Agreement Number ______, you are hereby authorized to provide California Environmental Quality Act services for the [Campus project number, project name].

The Service Provider shall not perform services in excess of this Service Order without prior written Authorization to Proceed from the CSU.

Service Provider shall report to:
[CSU Campus Name]
[Campus Department]
[Executive Facility Officer or designated campus Project Manager]
[Campus Address]
[Campus Project Manager’s Phone Number]

The total amount to be expended under this Service Order shall not exceed [written and numerical dollar value] inclusive of reimbursables, regardless of Service Provider’s cost in performing these services.

Submit a single signed invoice per project with Agreement Number and Service Order & Authorization to Proceed Number in order to identify services. Direct invoices to the project manager named above.

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

Approved: Fund Certified:

__________________________________________  ____________________________________________
Executive Facilities Officer                      Campus Accounting/Purchasing Agent
Campus Department and Address

Attachment: Scope of Work, Schedule, and Fee
cc: Anne Collins-Doehne, Capital Planning, Design and Construction, CSU Office of the Chancellor

File

Rev. 7/01/2021
CERTIFICATE OF LIABILITY INSURANCE

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
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

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

COVERAGES

Certificate Number: 570088402787

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 as requested:

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<tr>
<th>INSURER</th>
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PREMISES LIABILITY LIMITS:
- 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/POP AGG: $2,000,000

AUTOMOBILE LIABILITY

Package - Domestic
Policy Number: 73512409

- EACH OCCURRENCE: $1,000,000
- BODILY INJURY (Per person): $1,000,000
- BODILY INJURY (Per accident): $2,000,000
- PROPERTY DAMAGE: $2,000,000
- EACH OCCURRENCE Aggregate: $1,000,000

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

- E.L. EACH ACCIDENT: $1,000,000
- E.L. DISEASE-EA EMPLOYEE: $1,000,000
- E.L. DISEASE-POLICY LIMIT: $1,000,000

E&O - MPL - Primary

- EACH CLAIM: $1,000,000
- OVERALL POLICY AGGR: $2,000,000

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

Re: CEQA Services, Agreement No. 160084

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

2 - The State of California, the Trustees of the California State University, the University, the officers, employees, representatives, volunteers and agents are included as Additional Insureds under the General Liability and Automobile policies.

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

Aon Risk Services Northeast Inc.
## ADDITIONAL REMARKS SCHEDULE

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<tr>
<th>AGENCY</th>
<th>NAMED INSURED</th>
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<tr>
<td>Aon Risk Services Northeast, Inc.</td>
<td>ICF Jones &amp; Stokes, Inc.</td>
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<tr>
<td>Policy Number</td>
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<tr>
<td>See Certificate Number: 570088402787</td>
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<tr>
<td>Carrier</td>
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<td>See Certificate Number: 570088402787</td>
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### ADDITIONAL REMARKS

**Form Title:** ACORD 25  **Form Number:** ACORD 25  **Form Title:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

> 3 - Subject to the standard terms and conditions of the individual policies, the indicated coverage is primary and non-contributory but only as respect work being done for the The State of California, the Trustees of the California State University, the University, the officers, employees, representatives, volunteers and agents.