

AGREEMENT TO PROVIDE ON-CALL ENVIRONMENTAL SERVICES

THIS AGREEMENT is made and entered into this 21st day of March, 2023 by and between, Dudek (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On September 23, 2021 the City issued a Request for Proposal (“RFP”) No. 21-105, by which it desired to retain a consultant having special skill and knowledge in the field of Environmental Services on an “on-call” basis for the City’s Public Works Agency.
- B. Consultant submitted a responsive proposal that was among those selected by the city. Consultant represents that it is able and willing to provide such services described in the scope of work that was included in the RFP No. 21-105.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall perform all tasks, services, and obligations described in the scope of work section included within RFP No. 21-105, including providing all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in the “**Scope of Services**”, which was included in RFP 21-105 and is attached hereto and fully incorporated herein by this reference as **Exhibit A**, and as more specifically set forth in Consultant’s proposal (excluding fee and cost proposal and resumes), which is attached hereto and fully incorporated herein by this reference as **Exhibit B**.

2. ALLOWABLE COSTS AND PAYMENTS

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Consultant’s Fee and Cost Proposal, which is attached hereto and fully incorporated herein by this reference as **Exhibit C**. Consultant is one of three (3) separate consultants selected to provide services on an on-call basis under RFP 21-105. The total compensation for services provided by all consultants selected under RFP 21-105 shall not exceed the shared aggregate amount of \$950,000.00 during the term of this Agreement, including any extension periods as set forth in Section 4, below.

- b. Consultant's Fee and Cost Proposal is attached hereto and fully incorporated herein as **Exhibit C**. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fees. These rates are not adjustable for the performance period set forth in this Agreement. In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the fee and cost proposal and identified in the fee and cost proposal, and in the executed Task Order.
- c. Specific projects will be assigned to Consultant through issuance of Task Orders. After a project to be performed under this Agreement is identified by City, City will prepare a draft Task Order less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a City Project Coordinator. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost, the finalized Task Order shall be signed by both City and Consultant.
- d. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's Cost Proposal.
- e. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- f. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from City before exceeding such estimate.
- g. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- h. Consultant shall not commence performance of work or services until this Agreement has been approved by City, and notification to proceed has been issued by City. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
- i. A Task Order is of no force or effect until returned to City and signed by an authorized representative of City. No expenditures are authorized on a project, and work shall not commence until a Task Order for that project has been executed by City.

- j. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by City of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, project title, and Task Order number. Credits due to City that include any equipment purchased under the Equipment Purchase provision of this Agreement must be reimbursed by Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to City at the following address: City of Santa Ana, Public Works Agency M-36, 20 Civic Center Plaza, P.O. Box 1988, Santa Ana, CA 92702.
- k. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.
- l. The total amount payable by City for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- m. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- n. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- o. The total amount payable by City for all Task Orders resulting from this Agreement shall not exceed an aggregate amount of \$950,000.00. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Agreement through Task Orders.
- p. Consultant shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the City's Project Manager to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- q. Consultant's Project Manager shall meet with City's Project Manager, as needed, to discuss progress on the project(s).
- r. This Agreement is valid and enforceable only if sufficient funds are made available to the City for the purpose of this Agreement. In addition, this Agreement is subject

to any additional restrictions, limitations, conditions, or any statute enacted by Congress, the State Legislature, or the City that may affect the provisions, terms or funding of this Agreement in any manner.

3. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- a. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR Part 31, Contract Cost Principals and Procedures, shall be used to determine the allowability of individual terms of cost. et seq., shall be used to determine the cost allowability of individual items.
- b. Consultant agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

4. PERFORMANCE PERIOD

- a. This Agreement shall go into effect on March 21, 2023, contingent upon approval by City, and Consultant shall commence work after notification to proceed by City. This Agreement shall end on March 20, 2026, unless terminated earlier in accordance with Section 21, below. The term of this Agreement may be extended for up to two (2), 1-year periods upon a writing executed by the City Manager and City Attorney.
- b. Consultant is advised that any recommendation for contract award is not binding on City until the Agreement is fully executed and approved by City.
- c. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Agreement, the terms of the Agreement shall be extended by amendment.

5. STATE PREVAILING WAGE RATES

- a. If applicable, Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this

Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

- c. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>. Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations, Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.
- d. When prevailing rates apply, the Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by City.

6. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

7. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data, which were provided, to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

8. MINIMUM INSURANCE REQUIREMENTS

- a. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has secured all insurance required under this Section.
- b. Insurance coverage shall be at least as broad as:
 - (i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - (ii) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - (iii) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - (iv) Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
 - (v) If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.
- b. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - (i) **Additional Insured Status.** The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work

or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- (ii) **Primary Coverage.** For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Entity.
- (iv) **Waiver of Subrogation.** Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.
- (v) **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.
- (vi) **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.
- (vii) **Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:
 - The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

(viii) **Verification of Coverage.** Consultant shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(ix) **Subcontractors.** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on insurance required from subcontractors.

(x) **Special Risks or Circumstances.** Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant or its subconsultants, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section

2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of City, provided, however, Consultant shall be responsible for City's defense costs to the extent such costs are incurred as a result of Consultant's negligence, recklessness or willful misconduct.

10. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

11. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of this Agreement, pursuant to Government Code 8546.7, Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested.

12. AUDIT REVIEW PROCEDURES

- a. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by mutual agreement shall be reviewed by the City.
- b. Not later than 30 days after issuance of the final audit report, Consultant may request a review by the City of unresolved audit issues. The request for review will be submitted in writing, submitted to the project manager of RFP.
- c. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

13. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like

importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

14. CONFLICT OF INTEREST

- a. Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing City construction project that will follow.
- b. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- c. Consultant agrees to complete any statements of economic interest if required by either City ordinance or State law.

15. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION

Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

16. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Jennifer L. Hall
 Clerk of the City Council
 City of Santa Ana
 20 Civic Center Plaza (M-30) P.O. Box 1988

Santa Ana, CA 92702-1988
Fax 714- 647-6956

Nabil Saba
Executive Director Public Works Agency City of Santa Ana
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702
Fax 714-647-5635

To Consultant: Joseph Monaco
President & CEO
Dudek
27372 Calle Arroyo
San Juan Capistrano, CA 92675
Fax: 949.450.2525

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

17. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

18. SUBCONTRACTING

- a, Nothing contained in this Agreement or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts

and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to the Consultant.

- b. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by City, except that which is expressly identified in the approved Cost Proposal.
- c. Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by City.
- d. All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- e. Any substitution of subconsultant(s) must be approved in writing by City prior to the start of work by the subconsultant(s).

19. EQUIPMENT PURCHASE

- a. Prior authorization in writing by City shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by City, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- c. Any equipment purchased as a result of this Agreement is subject to the following condition: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, based on a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

20. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

21. TERMINATION

- a. City reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice. Upon termination, City shall be entitled to all work including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- b. Notwithstanding any provisions of this Agreement, Consultant shall not be relieved of liability to City for damages sustained by the City by virtue of any breach of this Agreement by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

22. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

23. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

24. STATEMENT OF COMPLIANCE

- a. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code,

Section 11102.

- b. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, gender, gender identity, gender expression, sexual orientation, military or veteran status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- c. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- d. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- e. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
- f. Consultant, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 40 Code of Federal Regulations Part 26 on the basis of race, color, sex or national

origin. In administering the City components of the Disadvantaged Business Enterprises (DBE) Program Plan, Consultant, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

- g. Under 49 CFR 26.13(b): Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement, Consultant shall carryout applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, which the City deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payment if applicable;
- 2) Assessing sanctions;
- 3) Liquidating damages; and/or
- 4) Disqualifying consultant from future proposing as non-responsible.

- h. Termination and Substitution of DBE Subconsultants. Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains the City's written consent. Consultant shall not terminate or substitute a listed DBE for convenience and perform work with their own forces or obtain materials from other sources without authorization from City. Unless the City's consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.
- i. Consultant shall notify City's designated representative of any changes to its anticipated DBE participation before starting the affected work. Consultant shall notify City of any notices of decertification or certification regarding a subconsultant's DBE status.
- j. Consultant shall provide all required DBE forms to the City as required pursuant to applicable law.
- k. All certifications required for the Bid are attached hereto as part of Exhibit B to the Agreement.
- l. In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be

notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- m. Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.
- n. In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. Cancellation, termination or suspension of the Agreement, in whole or in part.
- o. Consultant shall include the provisions of paragraphs a. through p. in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request the recipient enter into such litigation to protect the interests of the State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- p. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to the following Pertinent Non-Discrimination Authorities:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and

projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

25. DEBARMENT AND SUSPENSION CERTIFICATION

- a. Consultant’s signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)”, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended,

debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

- b. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

26. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF SANTA ANA AND DUDEK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

JENNIFER L. HALL
City Clerk

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONSULTANT



BRANDON SALVATIERRA
Deputy City Attorney

DocuSigned by:


JOSEPH MONACO
President & CEO
Dudek

RECOMMENDED FOR APPROVAL

NABIL SABA
Executive Director
Public Works Agency

EXHIBIT A

SCOPE OF SERVICES

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
ON-CALL ENVIRONMENTAL CONSULTING SERVICES
RFP NO. 21-105**

INTRODUCTION/PROJECT BACKGROUND

The City of Santa Ana is issuing this Request for Proposals (RFP) to qualified Environmental Consulting firms to provide Environmental Services for the City of Santa Ana Public Works Agency on an as-needed basis. From the proposals received, it is the City's goal to select up to three (3) firms. The City will enter into separate agreements with each firm for an aggregate not to exceed amount of \$2,000,000. Work will be assigned by Contract Task Order (CTO). As tasks are identified, they will be distributed amount the firms based upon their ability to perform the required work within the project schedule and budget constraints.

DESCRIPTION OF WORK

The Consultant shall provide services under the direction of City staff. The Consultant will be expected to provide an experienced, educated and professional team, who's Project Manager and staff shall be responsive and maintain excellent working relationships with City staff. The Consultant shall be committed to provide adequate staffing levels at all times in order to adhere to established schedules. The Consultant shall be knowledgeable and up-to-date with federal, state and local regulations, policies and procedures as they pertain to CEQA and NEPA services provided.

Consultant services will include preparation, distribution and filing of environmental noticing, documents, preparation of studies and technical reports, including but not limited to the following:

• Initial Study	• Noise Impact Study
• Notice of Exemptions	• Biological Studies
• Negative Declaration	• Cultural Resources Study
• Mitigated Negative Declaration	• Geological/Soil Study
• Notice of Preparation	• Hydrology/Water Quality Study
• Notice of Intent	• Water Assessment Study
• Notice of Availability	• Mineral Resources Study
• Notice of Determination	• Utility/Sewer Study
• Environmental Impact Report	• Traffic Study
• Environmental Assessment	• Mitigation Monitoring Program
• Environmental Impact Statement	• Preparation of Response to Comments
• Categorical Exclusion	• Preparation of Statement of

	Overriding Considerations
• Preliminary Environmental Study	• FAA and ALUC Required
• Historic Records Search	• Public Outreach
• Environmental Certification Form	• Preliminary Engineering as required to support environmental analyses.
• Air Quality Study	• On-call staff consulting

Consultant services will also include attendance at appropriate City Commission, City Council, community, and other designated meetings as deemed necessary.

PAYMENT AND INVOICING:

Selected Consultant shall invoice the City Based on time and material according to the City's standard invoice template. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement.

SPECIAL REQUIREMENTS (ATTACHMENT 4)

This project may utilize California Department of Transportation (Caltrans) funds and shall therefore comply with all state and federal requirements. The below referenced forms included in Attachment 4 (Additional Provisions) of the Appendix must be completed in their entirety and submitted with your proposal:

- LAPM Exhibit 10-H: Sample Cost Proposal
- LAPM Exhibit 10-O1: Consultant Proposal DBE Commitment
- LAPM Exhibit 10-O2: Consultant Contract DBE Commitment (include within Fee Proposal hard copy package)

Please reference Caltrans Local Assistance Procedure Manual, Consultant Selection, Chapter 10, for further instructions and guidelines pertaining to the completion of these forms: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>

COMPLIANCE WITH REQUIREMENTS OF FUNDING AGENCY:

This agreement may be funded with state and/or federal grant funds administered by Caltrans. Proposer shall comply with all requirements as they pertain to the use of these funds. Refer to Attachment 4 for Caltrans required forms, including **Exhibit 10-H – Sample Cost Proposal** (H2 for On-Call Contracts) in the Appendix of this RFP.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) GOAL:

The Agency has established a DBE goal for this Contract. Proposers are encouraged to obtain DBE participation for this contract. Refer to **Exhibit 10-I – Notice to Proposers DBE Information** included in the Appendix of this RFP. Proposers must submit **Exhibits 10-O1 & 10-O2 – Consultant Proposal & Contract DBE Commitment** to demonstrate compliance with Agency's DBE goal.

CONSULTANT AUDIT AND REVIEW PROCESS:

The selected Consultant(s) shall complete **Exhibit 10-K – Consultant Annual Certification of Indirect Costs and Financial Management System** for all prime and sub-consultants in the Appendix of this RFP.

To independently download any of the Caltrans Exhibits required per this RFP, visit:
<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

EXHIBIT B

CONSULTANT'S PROPOSAL
(exclusive of fee proposal and resumes)



PROPOSAL

ON-CALL ENVIRONMENTAL SERVICES

CITY OF SANTA ANA

OCTOBER 21, 2021

27372 Calle Arroyo / San Juan Capistrano, CA 92675 / 949.450.2525

DUDEK

STATEMENT OF QUALIFICATIONS

Cover Letter

October 21, 2021

City of Santa Ana
Attn.: Sean Thomas
Public Works Agency; M-36
20 Civic Center Plaza; 3rd Floor Reception, Ross Annex
Santa Ana, CA 92701

Subject: On-Call Environmental Services RFP# 21-105

Dear Mr. Thomas,

Providing the City of Santa Ana (City) with successful environmental consulting services requires an understanding of local regulatory compliance and resource issues—an understanding used thoughtfully and precisely to balance concurrent environmental analyses and project reviews. Dudek has provided environmental services throughout Orange County (County) for more than 20 years. We propose our full breadth of services for all three areas listed in this Request for Proposals (RFP), (i.e., 1) Environmental Services, 2) Technical Studies, and 3) Staffing Services). As an on-call consultant, we offer the City the following strengths:

Recognized On-Call Experts with Local Experience. We specialize in providing on-call environmental and planning services to California municipalities. Locally, we hold on-call contracts with the County and the Cities of Irvine, Anaheim, and San Clemente. We will provide the City's decision makers with the necessary information to comprehend each development application and work seamlessly with City staff to process all sizes and types of projects. Dudek has successfully completed more than 3,200 California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and state and federal environmental regulation documents for projects throughout California. We will leverage our in-house technical experts when producing the required technical reports to save the City time and money.

Responsive Project Management. Project Manager Rachel Struglia, PhD, AICP has prepared numerous CEQA documents for both municipal and private projects. Her experience and local knowledge will allow her to prepare environmental documents that meet City standards and expectations. She will manage this project from our office in San Juan Capistrano, with support from our Encinitas and Pasadena offices.

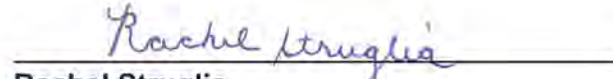
Diverse Technical Specialties. As a midsized firm, Dudek is small enough for project managers to make nimble decisions, quickly draw from our pool of technical resources, and stay engaged with you from start to finish. But we are large enough that our diverse staff can tackle a spectrum of environmental and planning challenges. Team leaders can quickly mobilize the right technical experts for a project, drawing from a deep bench of professionals is available for this contract. Our analysts

conduct research and other tasks supervised by senior staff, providing a cost-effective approach while maintaining high-quality products. In addition, Dudek can assist the City with various grant opportunities to secure project funding.

We look forward to continuing our productive working relationship with the City. If you have any questions, please contact Dr. Struglia at 949.373.8318 or rstruglia@dudek.com. This proposal is valid for 180 days after submission.

Sincerely,


Joseph Monaco
 President and CEO
 jmonaco@dudek.com


Rachel Struglia
 Project Manager
 rstruglia@dudek.com

Joseph Monaco is authorized to sign on behalf of Dudek.

Contract Agreement Statement

Dudek has reviewed the City's Attachment 2 Sample Agreement included in the RFP and we concur with the provisions contained therein if selected.

Dudek proposes the following suggested changes to the contract:

- Section 9: Dudek requests the following sentence be added to the end of paragraph:
 "Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of City, provided, however, Consultant shall be responsible for City's defense costs to the extent such costs are incurred as a result of Consultant's negligence, recklessness or willful misconduct."

Firm and Team Experience

The Dudek Advantage

Dudek assists municipalities on a broad range of projects that improve California's communities, infrastructure, and natural environment. From planning, design, and permitting through construction, we move projects through the complexities of regulatory compliance, budgetary and schedule constraints, and conflicting stakeholder interests. We have a long history of providing environmental services to municipalities in Orange County (County) and know the local environmental resources and agency policies pertaining to resource management, development impact assessment, and mitigation.

With more than 70 successful on-call Southern California municipal contracts, Dudek has built a reputation for providing

Dudek at a Glance

- Multidisciplinary environmental and engineering services
- 700+ employees
- 16 offices
- Founded in 1980; employee-owned
- Top 125 U.S. Environmental Firms (Engineering News-Record)
- 92% rating for reliability, timeliness, and responsiveness (Dun & Bradstreet, 2016)
- More than 160 on-call environmental contracts throughout California

exemplary supplementary environmental, planning, regulatory, engineering, construction management, operations, and funding expertise, offering municipalities a cost-effective way to accomplish short- and long-term goals. Dudek's project managers are empowered to make nimble decisions and quickly draw from our pool of technical experts, including the following:

- California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) specialists
- Land use planners certified by the American Institute of Certified Planners
- California Department of Fish and Wildlife (CDFW)- and U.S. Fish and Wildlife (USFWS)-certified biologists
- Registered professional archaeologists
- Registered landscape architects
- Certified arborists and foresters
- Noise and air quality specialists
- Certified geographic information system (GIS) professionals
- Certified hydrogeologists
- Licensed geologists
- Licensed professional engineers
- Licensed contractors

Dudek Services

- *Agency Permitting*
- *Biological Surveys and Monitoring*
- *CEQA/NEPA Compliance*
- *Coastal Planning/Permitting*
- *Cultural Resources*
- *Civil Engineering*
- *Construction Management*
- *Environmental Planning*
- *Habitat Restoration and Management*
- *Hazardous Materials Testing*
- *Hydrology*
- *Urban Forestry*
- *Wildfire Protection Planning*
- *Water Conservation Planning*
- *Water Infrastructure Planning and Design*

We will expand the City's ability to tackle more projects with our skilled staff and will expedite complex project processing by leveraging our long-standing relationships with regulatory agencies. We will integrate into your team in the most seamless and productive way possible, mobilizing specialized technical professionals quickly to meet City project needs.

Environmental Services

CEQA/NEPA

Dudek has one of California's largest, most experienced teams for CEQA and NEPA document preparation. Our environmental planners have prepared and processed more than 3,200 CEQA/NEPA documents for a variety of large and small development, restoration, and conservation projects throughout the state.

Dudek's environmental experts work collaboratively with clients; local, regional, state, and federal agencies; and the public to clearly define project objectives, address concerns, and outline appropriate processes. We apply practical CEQA/NEPA knowledge to comply with current laws, regulations, and case law. Our planners help clients creatively solve regulatory challenges within financial and scheduling constraints.

We produce complete CEQA/NEPA documents done right the first time. Our environmental planners work with our in-house technical publications editors and graphic designers to prepare high-quality documents that are clearly organized and easily interpreted by the public, agencies, and individuals responsible for future project development.

We efficiently coordinate and prepare reports by utilizing our in-house technical experts. Our team expedites complex project processing by designing and maintaining realistic document schedules, adhering to consistent communication protocols, leveraging our longstanding agency relationships, and anticipating potential issues as soon as possible.

Technical Studies

Historical Resources Assessments

Dudek's built environment team is led by experienced architectural historians and historic preservation experts specializing in historic resource significance evaluations in consideration of the National Register of Historic Places, the California Register of Historical Resources, and local-level evaluation criteria and integrity requirements.

Our team has conducted thousands of historical resource evaluations and developed detailed historic context statements for a multitude of property types and architectural styles, including private residential, commercial, transportation, industrial, educational, medical, ranching, mining, airport, and cemetery properties, as well as a variety of engineering structures and water conveyance resources. They also provided expertise on numerous projects requiring conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties, served as third-party review consultants, and served as expert witnesses in legal proceedings.

Cultural and Tribal Cultural Resources Studies

Dudek's cultural resources staff have more than 20 years' experience directing and executing all phases of cultural resources investigations, including surveys, significance determinations, and data recovery mitigation programs. Our professionals have the expertise and capability to fulfill on-call services of any scope and size in any jurisdiction. Their capabilities include constraints/feasibility analyses, literature overviews and archival research, predictive modeling, field inventories, archaeological sampling, significance and eligibility evaluations, data recovery, monitoring and compliance oversight, mitigation implementation, historical studies, landscape studies, Native American consultation and ethnography, preservation planning, custom GIS-based data management applications, and CEQA/National Historic Preservation Act documentation.

Biological Resources Assessments

Dudek's biologists work and consult regularly with the USFWS, U.S. Army Corps of Engineers, CDFW, and Regional Water Quality Control Board to obtain project-specific permits that keep projects on schedule and in compliance. Our staff includes experts in botany, mammalogy, herpetology, entomology, ornithology, habitat assessment and mapping, spatial analysis, and habitat and wetlands restoration.

Our biological team has surveyed and tracked wildlife movement throughout the County. We have state and federal permits for surveying, banding, and trapping numerous threatened or endangered wildlife species, listed plant species, and many other species. Our biologists also have extensive experience with a range of listed and unlisted special-status plant species.

Air Quality and Greenhouse Gas Emissions Studies

Dudek environmental planners and engineers have prepared air quality impact analyses for construction and operation of facilities and public infrastructure projects throughout California. Dudek is familiar with the California Emissions Estimator Model (CalEEMod) and tailors significance conclusions

to meet the needs of the lead agency. In tune with regulatory changes, Dudek develops and refines appropriate approaches to global climate change analysis.

Noise Impact Studies

Dudek guides land developers, engineers, architects, and public agencies through noise-control regulation compliance to cost-effectively plan technically sound acoustic designs into their projects. Dudek acousticians conduct noise assessment studies and design effective mitigation or control strategies; assist with criteria selection and design solutions for noisy construction and operational equipment during project planning; and assist with all types of architectural acoustics. Specific areas of expertise include CEQA/NEPA environmental noise studies; environmental/community noise and vibration studies; and mechanical/heating, ventilation, and air conditioning systems noise and vibration control recommendations.

Hazardous Materials and Environmental Site Assessments

Dudek prepares Phase I and Phase II environmental site assessments to evaluate potential environmental/hazardous waste liabilities associated with project sites. We also prepare reports outlining the presence of underground storage tanks and other hazardous material storage units. Dudek is knowledgeable about the latest treatment technologies, and we are expert at methane mitigation. Our team assesses and distinguishes between geologic and soil hazards addressed by the California Building Code and local regulations. We also assess hazards that are significant under CEQA. Dudek staff have expertise in underground storage tank removals and in-field hazardous materials removal.

Hydrogeology and Water Quality Studies

The Dudek team performs hydrologic, hydraulic, and water quality analysis to support a broad range of permitting efforts, including Clean Water Act 401/402/404 permits and CDFW 1600 permits. Dudek engineers, hydrologists, hydrogeologists, landscape architects, and planners provide proven and complete stormwater, surface water, and groundwater quality resource services in house. This allows the Dudek team to coordinate planning, design, and project implementation in a timely and cost-effective manner. Dudek hydrogeologists can assist with development of project design features; water quality impact assessment; and conformance with state, regional, and local regulations. Dudek is familiar with local water quality parameters and understands the relevance of applicable regional, state, and federal regulations.

Urban Forestry and Arborist Studies

Our urban forestry team is one of the most diverse and experienced in the state. We have decades of experience working throughout California on various street tree and urban forest projects. We also have extensive experience assisting municipalities with on-call arboricultural consulting and technical services to augment staff expertise or provide additional support. Our urban forestry and arboriculture professionals' varied backgrounds and expertise provide a well-rounded perspective and proven techniques for urban forest assessment, mapping, and management. We also offer fire protection planning expertise to augment our forest management assessments and planning.

We analyze project impacts to native oak trees, stands, and woodlands; determine which trees can be preserved and which will require removal; and develop ecologically sensitive oak mitigation plans. Additionally, we have extensive experience creating and/or reviewing oak- and scrub oak-related arborists' reports.

Water Supply Assessments and Utility/Sewer Studies

Dudek will evaluate potential impacts to public services and utilities, and we will estimate any increases in water supply demand, wastewater generation, solid waste generation, and public service demands, utilizing available projection factors, infrastructure master plan documents, urban water management plans, or other existing documentation, as well as personal communication with these organizations.

Transportation Planning and Traffic Studies

Successful transportation planning, assessment, and design require in-depth understanding of evolving technology and an ever-changing regulatory landscape. Our certified transportation planners and professional engineers understand the latest transportation regulations, and implement best practices to help you develop or adapt projects to maximize your budgets and minimize potential impacts. We provide technical transportation planning, traffic impact assessment, engineering design, CEQA and NEPA expertise, quantifying project effects using the appropriate metrics and methods for project-specific concerns. We help you tackle short- and long-term transportation challenges, whether they relate to capital projects, programs, or long-range plans.

We prepare vehicle miles traveled (VMT) analysis per Senate Bill 743 and the recently updated CEQA guidelines, as well as, determine appropriate significance criteria for transportation impacts. Dudek's transportation staff utilizes region and project specific analysis methodologies including travel demand models (i.e., trip based model, tour based models), sketch models (i.e., CalEEMod, Sketch 7, UrbanFootprint, MXD), and spreadsheet models (i.e., VMT calculator, VMT estimator); research into regional or local transportation plans and policies; and, trip characteristic data and travel surveys (e.g., California Household Travel Survey), to calculate and estimate VMT. For significant VMT impacts found, Dudek can identify feasible mitigation measures such as Transportation Demand Management strategies (e.g., land use/location, site enhancements, parking policies, commute trip reductions programs) that could reduce VMT to meet regional goals or standards. Our experienced in-house transportation and air quality experts work hand-in-hand to guide projects through VMT analysis under Senate Bill 743, saving our clients time and money by providing multiple services under one roof.

Our transportation planners and engineers also assess traffic operations to verify efficient and safe mobility for all modes of motorized and non-motorized travel. Dudek uses the Highway Capacity Manual and Intersection Utilization Capacity (ICU) methodologies to analyze traffic operations on street networks. In addition, Dudek provides analysis of site access and circulation design as well as adequacy of on-site parking through parking demand studies.

Further supporting our transportation efforts is CR Associates (CRA). CRA has established itself over the past 10 years as a trusted transportation planning and engineering firm that is committed to planning transportation systems and identifying mobility improvements that create and support vibrant and sustainable communities. They have consistently demonstrated expertise in conducting accurate

Transportation Specialties

- *Multi-Model Planning Analyses*
- *Complete Streets Consultation*
- *General Plan/Master Plan Studies*
- *Specific Plan Studies*
- *Traffic Planning/Operations Studies*
- *Site Access and Circulation Studies*
- *Traffic Signal Design*
- *Traffic Singing and Stripping Design*
- *Construction Zone Traffic Control Plans*
- *Preliminary/Conceptual Engineering*
- *Parking Design and Planning*

analyses and evaluations, and in making the critical decisions required to move projects and plans forward with successful resolution of key issues. CRA provides a fully multimodal approach, building upon the multi-dimensional experiences of its staff, along with its dedication to serving the full range of client needs. Additionally, they have delivered numerous active transportation plans, multimodal mobility studies, and circulation elements to jurisdictions and communities across the Southwest United States.

Grant Writing and Support, Grant Funding Research, and Proposal Development

Dudek's grant writing experts assist agencies in identifying appropriate grant opportunities for their projects. Using a targeted approach, we analyze project objectives, match goals to opportunities, and employ a "writing-to-win" approach. We understand that successful grant funding consists of two-thirds planning and one-third writing. We assist with fund disbursement and reporting compliance, allowing our clients to focus on project implementation, while we complete administrative tasks.

Our team provides a full range of grant administration services, including developing project- and grant/loan-specific templates and forms; generating materials packages and documents for agency review and processing; negotiating favorable grant terms and/or extensions, when needed; and coordinating with project proponents to submit necessary grant reimbursement materials.

Our Team

The Dudek team, as displayed in **Figure 1**, provides a strong background of local experience specifically applicable to the City's needs. All team members can commit substantial effort to the task when it is necessary for the success of a project. In the event that Project Manager, Dr. Struglia is not available for any reason, Patrick Cruz can be expected to assume the role of Dudek point of contact.

In addition to our team's firm-wide experience, each member of our proposed project team has expertise that will facilitate knowledgeable and thorough work for all project tasks. **Table 1** provides a brief biography for each key team member, and full resumes for the entire team can be found in Appendix A.

Figure 1. Dudek Team Organization



Table 1. Key Personnel Qualifications

Name/Role	Education & Certifications	Qualifications
Rachel Struglia, PhD, AICP, <i>Project Manager</i> <i>Availability: 50%</i>	University of California, Irvine PhD, Environmental Analysis and Design Arizona State University MS, Justice Studies	Rachel Struglia is a principal and project manager with 23 years' experience preparing California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) documents in both the public and private sectors. Dr. Struglia is experienced in managing CEQA documents for large infrastructure projects and has completed program environmental impact reports (PEIRs) for

Table 1. Key Personnel Qualifications

Name/Role	Education & Certifications	Qualifications
	University of Connecticut BA, Anthropology University of California, Riverside, Extension Certificate in Educational Facilities Planning American Institute of Certified Planners (AICP)	Metropolitan Water District, Orange County Sanitation District, Riverside County Community College District, North Orange County Community College District, and Coast Community College District (CCCCD). She has also managed general plan environmental impact reports (EIRs) and specific plans, as well as infill, residential, commercial, industrial, and school EIR projects. Dr. Struglia leads Dudek's CEQA practice in Orange County and has the role of statewide water sector leader. In this role, Dr. Struglia focuses on infill development, retail redevelopment projects, school projects, and water infrastructure projects, including regional conveyance and groundwater recharge projects, recycled water projects, and water treatment projects.
Natalie Smith, <i>Environmental Task Leader</i> <i>Availability: 60%</i>	Duke University MEM, Environmental Leadership 2013 Manchester Metropolitan University, Institute of Place in Management Certificate, Place Management. 2013. Duke University, Executive Education Program Certificate, NEPA. 2011 New Mexico Institute of Mining and Technology BS, Environmental Science with Biology CITI Certification for Protection of Human Research Subjects, 2014 Australian Institute of Petroleum Certification	Natalie Smith is a senior environmental project manager with 20 years' experience throughout the southwestern United States, Australia, and the South Pacific Islands. She has extensive experience working on a broad range of complex and highly controversial environmental issues, specializing in water/wastewater infrastructure, environmental compliance, and natural resource management in the private, public and non-profit sectors. Ms. Smith has worked alongside engineers to determine project feasibility and cost, formulate project alternatives, conduct environmental review, and secure permits for a variety of capital improvement, infrastructure, and resource management projects. She has prepared and managed complex multidisciplinary technical analyses in compliance with the CEQA, NEPA, FERC, CERCLA, RCRA, the federal and California Endangered Species Acts, Section 401, 402, and 404 of the Clean Water Act, Sections 10 and 14 of the Rivers and Harbors Act, Safe Drinking Water Act, and other state and federal regulations.
Alex Hardy, <i>Environmental Task Leader</i> <i>Availability: 40%</i>	San Francisco State University MA, History (Environmental and Urban History emphasis)	Alex Hardy is an environmental project manager with 17 years' experience as a researcher and author, project manager, program manager, quality-control reviewer, and strategy advisor. Mr. Hardy has extensive experience preparing the full spectrum of the CEQA documents for local

Table 1. Key Personnel Qualifications

Name/Role	Education & Certifications	Qualifications
	University of California, Berkeley BA, History	jurisdictions, public agencies, and private developers. Mr. Hardy has served as environmental program manager and task order manager for the San Diego County Water Authority, working on all aspects of environmental review and compliance with that organization's Water Resources Division. He has also overseen environmental review for various utility projects, including electrical transmission upgrades, pipeline work, and water wells for San Diego Gas and Electric and the City of Vista, as well as the Otay Water District.
Patrick Cruz, <i>Environmental Task Leader</i> <i>Availability: 60%</i>	University of California, Santa Barbara BA, Environmental Studies BA, Geography (GIS emphasis)	Patrick Cruz is an environmental analyst with a strong foundation in urban and regional planning and CEQA/NEPA compliance. Mr. Cruz specializes in environmental impact analysis and provides analytical support and project management assistance to senior staff for a variety of projects throughout Southern California. He has experience with both public and private projects ranging from education projects specific plans, development projects, renewable energy development, and water and wastewater infrastructure
Andrew Talbert, AICP, <i>Environmental Task Leader</i> <i>Availability: 40%</i>	University of California, San Diego BA, Environmental Systems Policy American Institute of Certified Planners (AICP)	Andrew Talbert is an environmental planner with 7 years' experience in environmental analysis and the application of CEQA/NEPA through the preparation of environmental documentation. Mr. Talbert has served as project manager and primary author for environmental documents for numerous projects throughout San Diego County and Southern California. Clients consist of public and private entities, and project experience includes residential Specific Plans, development projects, transportation improvements, and water and wastewater infrastructure
Jason Reynolds, <i>Transportation/Caltrans Task Lead</i> <i>Availability: 30%</i>	California Polytechnic State University, San Luis Obispo BS, City and Regional Planning,	Jason Reynolds is Dudek's Transportation Sector Market Leader and a Senior CEQA/NEPA Project Manager with 25 years' experience with environmental management for transportation systems. Mr. Reynolds' experience includes conducting and managing joint CEQA/NEPA based delivery across a broad range of project types at differing scales and complexities. He has a diverse range of project experience, including local roadway improvements, interchanges, grade separations, bridges, freeway decking/capping, bus

Table 1. Key Personnel Qualifications

Name/Role	Education & Certifications	Qualifications
		rapid transit (BRT), light rail, passenger rail, high-speed rail, and major transportation corridors. Mr. Reynolds successfully guides projects from inception, through the bid and award process, into construction. In addition, Mr. Reynolds is knowledgeable about all Caltrans policies and procedures, as a former District 11 Environmental Division Branch Chief with 9 years' experience working for Caltrans. He has applied his institutional knowledge and understandings of the Caltrans project development process to leverage and facilitate delivery of comprehensive services on numerous related projects.
Phuong Nguyen, PE, <i>Traffic Consultant</i> <i>Availability: 35%</i>	San Diego State University BS, Civil Engineering	Phuong Nguyen has 14 years of experience providing engineering services to the transportation industry. He has been responsible for project and task management on a number of efforts ranging from parking plans, traffic operations, micro-simulation, peer review, and transportation impact analysis to conceptual engineering. Phuong is very experienced in the application of transportation planning and traffic engineering analysis software, such as VISSIM, Synchro/SimTraffic, Vistro, Traffix, Highway Capacity Software (HCS), Complete Street Level of Service (CSLOS), Rodel Roundabouts, and SANDAG MXD method & tool for Smart Growth Trip Generation.
Jessica Padilla Bowen, <i>Outreach</i> <i>Availability: 25%</i>	San Diego State University, San Diego Master of Public Administration Occidental College, Los Angeles BA, Theater & Economics	Ms. Padilla Bowen joined KPA in 2020, bringing with her more than 20 years of experience in government and nonprofit communication. She spent 15 years working in communication for the City of Carlsbad serving various departments including Community & Economic Development, Public Works, Library & Cultural Arts and more. She also served as Public Information Officer in the City's Emergency Operations Center. Prior to joining the City of Carlsbad, Ms. Padilla Bowen spent six years in nonprofit communication, handling all aspects of media relations, from photo and video shoots to pitching and coordinating hundreds of television, print and radio interviews.

Understanding of Need

Dudek has an effective and proven project approach. We manage projects to meet client and technical needs, using sound science and engineering principles, a focus on data quality, and careful management of budget and schedule milestones. Our approach to this, and every, project begins with solid project management and quality assurance/quality control processes. Our focus on these central tenets to performing environmental work has guided our expert technical project support for the past four decades.

Project Management Approach

The primary aspects of Dudek's approach to project management include communication, managing adherence to the scope, keeping the progression of work on schedule, cost controls, and predicting and avoiding risk. Dudek prides itself on also integrating a fundamental focus on high-quality work, optimized resource allocation, sub-service provider management, and change management, as well as maintaining focus towards meeting both client and project goals and objectives.

The following sections describe the Dudek project management approach. Our approach focuses on the following five main components:

- Project planning
- Communication
- Project execution
- Project control
- Quality control

The Dudek team is experienced in applying an adaptive management approach to adjust the level of detail or use of specific project management techniques and tools as necessary on as-needed task assignments.

Project Planning

Planning is a critical step in the successful management of every project. Dudek project managers begin the planning stage during the development of the project/task proposal and continue applying an adaptive approach throughout project execution. Planning considerations include the following:

- Clarifying the project requirements and confirming the project goals and outcomes
- Communicating with the client, project stakeholders, and the sub-service provider team
- Iteratively estimating and refining resource requirements, level of effort, and cost
- Monitoring project budget and schedule
- Integrating quality standards at each project stage

The Dudek approach applies these planning concepts throughout the project life cycle.

Communication

The most-effective project manager is one who facilitates the continual flow of information, data, instructions, and guidance among the City, Dudek team members, and sub-service providers. When

maintaining this flow, we use resources efficiently and minimize wasteful rework. We achieve constant communication through:

- Regularly calling or emailing the City's key contact staff person to discuss project milestones, activities, and potential issues
- Regularly discussing the project with key project staff to coordinate work efforts, monitor task completion, and review budget conformance; Dudek's key staff have worked together closely for more than 10 years
- Updating, as necessary, the project description, schedule, work progress reports, and inventories of available data so that all team members are aware of information that may affect their work products and schedules
- Meeting with City staff at design milestones and other strategic junctures
- Diligently documenting issues, action items, and decisions

Project Execution

The structure and flexibility of the Dudek team provides the ability to adapt resources and the execution approach to meet project needs throughout the project life cycle. The Dudek project execution approach is based on applying a common understanding of the goals and objectives to project-related decision making. Key aspects of the Dudek approach include identification of logistical, environmental, and regulatory factors with potential project impacts; evaluation and communication of critical issues; and focus on quality data collection, analysis, and reporting.

Project Controls

Dudek's project managers monitor and control the project budget, schedule, and quality using a suite of tools from project inception to completion. Dudek project tools include real-time project budget management, schedule management software, and quality assurance/quality control checks. As the project advances, our project manager communicates with the team on a regular basis to evaluate project resource requirements, budget, and schedule.

Quality Control

Document Production

Dudek's editorial team will work closely with our project manager to apply the highest standards of quality to all deliverables. For a typical Dudek work product, the following process will be used:

- **Technical Review.** An appropriate technical reviewer will be assigned to all written work products. This step in the review process is focused on the legal adequacy and technical accuracy of all deliverables, and multiple reviewers may be used depending on the complexity of the document.
- **Editorial Review.** Once the technical review is complete, Dudek editors will conduct an editorial review of deliverables. Prior to submittal to the City, each document will be formatted by Dudek's publications staff.
- **Document Production.** Dudek's publications production team verifies the quality of each formatted document before publication. Dudek's editorial team, in collaboration with the publications and information technology (IT) staffs, will produce and publish the Web versions of project deliverables.

The Dudek team understands and will leverage our experience regarding the unique requirements of the City's On-Call Environmental Services contract, including the need for customized, comprehensive, and flexible capabilities that are responsive to any task order needs. We recognize the services could be applicable to any stage of the project development process, from concept development to construction compliance/post-construction restoration. Dudek also understands the services are likely to include both direct project implementation along with oversight and review responsibilities. The Dudek team's diversity matches those needs in an unprecedented manner, including highly skilled and experienced practitioners.

Field Methods

Steps will be taken in the field, office, and laboratory to ensure that data are transferred accurately from collection to analysis to reporting. Sample documentation, including labeling and chain-of-custody forms, will be completed to ensure that data are transferred accurately to the laboratory, as applicable. Notes will be taken in the field to double check chain-of-custody forms for accuracy. Laboratory reports will be checked for completeness. Final laboratory reports will be reviewed by the laboratory quality assurance manager or laboratory project manager for errors before release.

GIS Data Methods

Data collected or received by Dudek are cataloged in a master data intake database that is stored in a commonly accessible network location with other spatially related files and metadata files for management/control according to Dudek's policy for GIS project data organization. Electronic deliverable data and data tables will be checked against the hard copy laboratory reports. All spatial data received will be reviewed for metadata and verified visually. Dudek-generated data will undergo quality control checks for completeness, accuracy, and precision, as well as appropriate metadata completeness.

Given our mid-size company make-up Dudek possesses the breadth and depth of resources necessary to fulfill the City's contract demands, while also having a unique and balanced ability to adapt to any potential circumstances that may arise during the life of the contract. The Dudek team is able to and will rapidly respond to, mobilize, and implement any of Santa Ana's project/program delivery objectives, and we are excited to be working in partnership with the City as part of this contract. To further support Santa Ana's on-call environmental needs, we have also carefully selected a diverse team of subconsultants that share our passion for high quality, consistent, timely, and on-budget program delivery. Our contract history with each of our teaming partners will allow for a seamless and fully integrated consultant team that the City can confidently rely upon.

Relevant Project Experience

Table 2 provides a list of on-call environmental service contracts that Dudek has begun or completed within the past 5 years, including significant work with public agencies. Following the table, project descriptions detail selected completed work and client contact information.

Table 2. Southern California Environmental and Technical Services Contracts

Client	Contract
City of Anaheim	As-Needed Environmental Services
City of Carlsbad	As-Needed Environmental Planning Services
City of Chula Vista	As-Needed Environmental Services
City of Corona	As-Needed Engineering and Environmental
City of Covina	As-Needed Environmental Services
City of Fontana	As-Needed Environmental Services
City of Glendora	As-Needed Environmental Services
City of Irvine	As-Needed Professional Consulting Services
City of Los Angeles	As-Needed CEQA/NEPA Documentation and Environmental Services
City of Los Angeles	On-Call Environmental Services
City of Los Angeles	On-Call Environmental Assessment and Air Quality Services
City of Rancho Santa Margarita	On-Call Environmental Review Consulting
City of San Clemente	On-Call Environmental Services
City of San Diego	As-Needed Environmental Services
City of San Diego	As-Needed Planning Services
City of San Diego	As-Needed Watershed and Resource Protection
City of San Diego	As-Needed Archaeological Monitoring and Cultural Services
City of Vista	As-Needed Environmental Consulting
City of Yucaipa	On Call Professional Environmental Services
County of Los Angeles	On-Call Environmental Services (Infrastructure)
County of Los Angeles	On-Call Environmental Services (Water Resources)
County of Los Angeles	On-Call Environmental Services (Federal Projects)
County of Orange	As-Needed Restoration Services
County of Orange	On-Call Environmental Services, Planning, and Regulatory Permitting
County of Orange	On-Call Regulatory Permitting Services
County of San Bernardino	On-Call Environmental Services for Operation and Maintenance
County of San Bernardino	On-Call Biological Services
County of San Diego	As-Needed Environmental Consulting Services
County of Santa Barbara	On-Call Archaeological Services

Table 2. Southern California Environmental and Technical Services Contracts

Client	Contract
Orange County Community Resources	On-Call Environmental Services
MWD of Southern California	Orange County and San Bernardino Operation and Maintenance EIRs
Port of San Diego	As-Needed Planning, Environmental and Technical Services
Port of San Diego	As-Needed Environmental and Land Use Project Management Services
Rancho Mission Viejo Company	Habitat Conservation Plan Implementation Development Support
San Diego Association of Governments (SANDAG)	As-Needed Environmental Support Services for SANDAG
SANDAG, Caltrans	As-Needed Environmental Services
San Diego County Water Authority	As-Needed Environmental Services
State of California	As-Needed Southern California CEQA Services

Notes: CEQA = California Environmental Quality Act; NEPA = National Environmental Policy Act; SANDAG = San Diego Association of Governments.

On-Call Environmental Services (Infrastructure)

Client and Contact: County of Los Angeles, Department of Public Works; Ed Dingman, 626.458.2593; edingman@dpw.lacounty.gov

Completion Date: July 2018

Location: Los Angeles County, California

Description:

Dudek provides on-call environmental services for the Programs Development Division in support of transportation projects across the County's 2,650-square mile service area. Services include environmental document preparation pursuant to CEQA/NEPA; environmental planning; field resource services and activities (e.g., biological and cultural/tribal/archeological to comply with State and Federal laws); biological surveys and monitoring; certified arborist services, literature and electronic database reviews; technical studies (e.g., air quality, traffic, noise, climate change, water quality, aesthetics, etc.); feasibility studies, including biological technical assessments; public meetings; and document publications. Representative projects include the Woolsey Fire Guardrail Replacement Project, Mureau Road Bikeway and Road Improvements Project, and Palos Verdes Sewer Line Emergency Repair Project.

On-Call Environmental Services

Client and Contact: North County Transit District (NCTD), Bruce Smith (formerly with NCTD and now with SANDAG as Principal Engineer); bruce.smith@sandag.org; 619.699.1907

Completion Date: March 2016

Location: North San Diego County, California

Description:

Dudek provides on-call CEQA/NEPA services and full range of associated technical support services to NCTD. Services covered under this on-call can include preparation of environmental documents pursuant to CEQA and/or NEPA, undertaking surveys and technical reports either independently or in support of environmental documents, and providing compliance services to NCTD for ongoing construction and operations. Under the on-call contract Dudek has performed raptor nesting surveys and secured highest ratings on NCTD's evaluation forms for our services.

OCPW Habitat Creation, Restoration, and Enhancement Services

Client and Contact: Orange County Public Works; James Volz, Project Manager; James.Volz@ocpw.ocgov.com; 714.834.4000

Completion Date: June 2018

Location: Santa Ana, California

Description:

Under its existing on-call contract with Orange County Public Works, Dudek has provided effective mitigation planning and biological monitoring services for the Los Alamitos Pump Station, Talbert Nature Preserve South, Laguna Canyon, and Haster Basin Mitigation Projects. As the biological monitoring team during mitigation monitoring periods for these projects, Dudek was asked to evaluate ongoing problematic site conditions and provide effective adaptive management recommendations that would bring the mitigation into compliance with mitigation performance standards. Dudek has performed monitoring at Talbert Nature Preserve South, including comprehensive site investigations, soil sample collection, testing and analysis, surface hydrology evaluation, polyphagous shot hole borer infestation evaluation, and botanical monitoring. Dudek provided recommendations to the maintenance contractor through quarterly monitoring reports. Dudek identified significant site constraints that prevent target riparian habitat development and formed the basis for creative recommendations to achieve permit requirements, including a pilot project to test a new riparian mitigation approach in response to hyper soil salinity. Dudek is preparing annual reports and an annual assessment of progress toward mitigation goals. Dudek also designed and prepared a habitat management and monitoring plan and construction documents for the Edinger Bridge Replacement Project, which detailed implementation, monitoring, and maintenance for establishment of approximately 1.25 acres of native salt marsh at the Talbert Nature Preserve South.

Centennial Park Lake Rehabilitation Project

Client and Contact: City of Santa Ana, Suzi Furjanic, Associate Park Planner; sfurjanic@santa-ana.org; 714.667.2267

Completion Date: March 2020

Location: Santa Ana, California

Description:

Dudek was hired by the City of Santa Ana to develop a comprehensive rehabilitation plan for Centennial Park Lake and the area surrounding the lake. The goal of the rehabilitation project was to identify problems, and needs with the lake, lake equipment, the lake park area, park visitors, and lake maintenance. Dudek staff performed a comprehensive site analysis through a review of the lake as-built plans, right-of-way documents, existing utilities plans, soils and geologic information, and irrigation plans. In addition, Dudek staff visited the park to take a detailed survey and inventory of the equipment on-site and the operational status of each piece of equipment. Additionally, lake water and soil samples were taken and analyzed to assess the water quality and type of the subsurface lake liner.

Ladd Canyon Bridge Replacement Project MND

Client and Contact: Orange County Public Works; James Volz, Project Manager; James.Volz@ocpw.ocgov.com; 714.834.4000

Completion Date: August 2021

Location: Orange, California

Description:

Dudek supported the County through the CEQA and Caltrans National Environmental Policy Act (NEPA) compliance process for this project. Dudek prepared a Mitigated Negative Declaration (MND), Preliminary Environmental Study checklist, and various technical studies to satisfy the Caltrans NEPA compliance process. The project involves the replacement of an existing bridge with a precast concrete bridge located 2.2 miles east of Santiago Canyon Road.

Groundwater Treatment at La Palma, Linda Vista, Boysen Park, and Energy Field Sites Technical Studies

Client and Contact: City of Anaheim Public Utilities Department; Jonathan Sanks, Environmental Services and Safety Manager; jsanks@anaheim.net; 714.765.4117

Completion Date: March 2021

Location: Anaheim, California

Description:

Dudek assisted the City of Anaheim Public Utilities Department with technical studies in support of CEQA for additional water treatment, production and distribution facilities at four sites in the City of Anaheim. The additional water treatment facilities included ion exchange treatment to remove PFAS from groundwater. The project included installation of water treatment facilities at the La Palma, Linda Vista, Boysen Park and Energy Field sites in the city. Dudek prepared an Air Quality and Greenhouse Gas Emissions Technical Memorandum, a Biological Resources Technical Memorandum, a Jurisdictional Delineation, an Archaeological Investigation Report, and a Noise Technical Report used in the City- prepared MND which was adopted in April 2021.

Cartwright Family Apartments HUD EA

Client and Contact: Orange County Department of Housing and Community Development; Julia Bidwell, Director, Housing & Community Development; julia.bidwell@occr.ocgov.com; 714.480.2991

Completion Date: November 2020

Location: Orange, California

Description:

Served as project manager. Conversion of a vacant four-story commercial building into a 60-unit affordable housing community for families including Permanent Supportive Housing units designed to accommodate households who meet the Mental Health Services Act eligibility criteria whom are experiencing homelessness. The project was partially funded using HUD project-based vouchers, requiring the project to undergo NEPA review. Prepared the HUD EA and managed Dudek's interdisciplinary team to ensure that all technical analyses met HUD requirements and all federal, state, and local regulations. The NEPA review was successfully completed in time for the project to receive HUD funding.

Facilities Master Plan Program EIR

Client and Contact: Orange County Sanitation District; Adam Nazarov, Engineering Supervisor; anazaroff@ocsd.com; 714.962.2411

Completion Date: February 2021

Location: Fountain Valley, California

Description:

Dudek was contracted in 2019 by the Orange County Sanitation District to prepare a Program Environmental Impact Report (EIR) for the Sanitation District's 2017 Facilities Master Plan. The analysis covers projects included in a 20-year Capital Improvement Program to ensure that the Sanitation District can sustain its infrastructure, meet future regulatory requirements, and continue to provide a reliable service to the public. It is composed of projects necessary to upgrade, replace, and rehabilitate aging facilities across the Sanitation District's system in central and northern Orange County. These include facilities at Reclamation Plant No. 1 in Fountain Valley, Treatment Plant No. 2 in Huntington Beach, the sewer collection system, and improvements at various pump stations. The project area spans 15 cities as well as jurisdictional areas in the County of Orange. The EIR is a combined Program/Project EIR, including 30 projects that are assessed at the project level, 45 at the program level. An innovative aspect of the project is an interactive project map and a web-based approach to public scoping developed by Dudek. This EIR was certified in December 2020, and the first Notice of Determination under the Facilities Master Plan was filed in February 2021.

References

Table 3. Dudek Client References

Client	Contact	Project
Orange County Sanitation District	Adam Nazaroff, Engineering Supervisor; anazaroff@ocsd.com; 714-962-2411	Facilities Master Plan Program EIR
Orange County Public Works	James Volz, Project Manager; James.Volz@ocpw.ocgov.com; 714-834-4000	Ladd Canyon Bridge Replacement Project MND OCPW Habitat Creation, Restoration, and Enhancement Services
Orange County Department of Housing and Community Development	Julia Bidwell, Director, Housing & Community Development; julia.bidwell@occr.ocgov.com; 714.480.2991	Cartwright Family Apartments HUD EA

SCOPE OF SERVICES AND SCHEDULE

CEQA/NEPA Documents

In our 41-year history, Dudek has prepared more than 3,200 CEQA and NEPA documents. We have a wide range of experience preparing initial studies (ISs), negative declarations (NDs)/MNDs, and EIRs under CEQA as well as preparing Categorical Exclusions, environmental assessments, findings of no significant impact, and environmental impact statements (EISs) under NEPA.

NDs/MNDs

Task 1. Kickoff

Immediately following authorization to proceed on a project, the Dudek project management team will conference with City staff to discuss existing information, information gaps, the schedule, and the project description. We will discuss the latest practices to be followed in the preparation of the NDs/MNDs. Following the kickoff meeting with City staff, we will provide meeting notes. The Dudek project manager will immediately mobilize our staff and subconsultants, and distribute appropriate information to the team on which to base the environmental analysis for the project.

Task 2. Project Schedule

Dudek will submit a draft schedule at the time of submittal of a detailed work plan for a task order. Immediately following the kickoff meeting, we will adjust the schedule, as necessary, to reflect our growing understanding of the project and to account for any potential changes in the scope. Schedules for NDs and MNDs should not exceed 1 year in length from initial kickoff conference to Council consideration of the ND/MND unless specific complications or project changes arise. Our designated project manager and principal in charge will commit our team to the agreed-upon schedule and submit a final schedule to the City.

Task 3. Preparation of the IS

Dudek will prepare an IS that will either lead to the adoption of an ND or MND, or require preparation of an EIR. An administrative draft IS will be submitted for staff review prior to finalizing. We will initiate the preparation of an IS by first drafting a detailed project description. The project description is essential to demonstrate a common understanding of the project being analyzed in the IS. The project description will be prepared using the information gathered in Task 1. Developing an accurate baseline setting is essential to serve as the foundation for the environmental analyses.

Following the collection and review of existing information and field surveys of the project area, we will synthesize the data into a detailed project description, accompanied by graphics and maps. We will submit a draft of the project description to the City for approval early in the process to verify that we share a common understanding of the project being evaluated. We understand that projects frequently change and develop, and are not always fully defined at the start of the environmental review process. Our staff will work closely with City staff to develop a working project description that provides maximum flexibility for the environmental analysis as we proceed through the environmental review process.

The administrative draft IS will include an evaluation of all of the environmental resources contained in the CEQA Appendix G environmental checklist. The analysis of each of the environmental disciplines will contain an inventory of the existing conditions, analysis of impacts, identification of the magnitude of the impacts as compared to the baseline, and the level of significance for each environmental discipline, as appropriate. Dudek will work closely with City staff to identify mitigation measures, if necessary and where appropriate, that will minimize impacts to levels below significance thresholds. The impact analysis will be based on both quantitative and qualitative analysis, and may require the preparation of technical studies, or the synthesis of existing available studies to support the analysis.

We will submit the administrative draft IS/ND or IS/MND to the City for review. Following the review of the document by City staff and the incorporation of any comments and revisions requested, we will prepare a public draft IS/ND or IS/MND for public review.

Task 4. Transmittal of Public Review Draft IS/ND or IS/MND

Dudek will make any final changes and revisions to the IS/ND or IS/MND as requested by City staff, and will reproduce and distribute the documents for public review. We will distribute the documents to organizations and individuals on a mailing list provided by the City, and prepare appropriate transmittal letters. Dudek will also prepare the notice of completion (for State Clearinghouse involvement) and notice of intent (NOI) to adopt an ND or MND. Dudek will distribute the documents to the approved mailing list in both hardcopy and CD format, as directed by City staff. We will also provide the City with electronic versions of the documents ready for web posting.

Task 5. Public Meetings/Hearings

The project manager and key technical staff, as applicable, will be available to attend all public meetings and hearings throughout the CEQA process. We will also be ready to prepare materials and presentations for these meetings. These may include public community meetings and City Planning Commission and Council hearings on the project. We will also be available for team coordination meetings with City staff throughout the project.

Task 6. Final IS/ND or IS/MND

Dudek will compile all comments received during the public review period, annotate the comments, and evaluate comments' relevance to addressing project impacts. While formal written responses to comments are not required for an ND or MND, prudent practice is to provide written responses for all IS/NDs and IS/MNDs. We will collaborate with City staff on appropriate strategies to consider the comments during the City Council deliberations on the project. Dudek staff will draft responses to comments for City staff review, and make any modifications upon receiving comments from staff.

Based on the comments on the draft IS/ND or IS/MND, Dudek will provide a technically sound, CEQA-compliant final IS/ND or IS/MND. The final IS/ND or IS/MND will include redline/strikeout text in an errata to the draft IS/ND or IS/MND.

We will submit the administrative final IS/ND or IS/MND to the City for review. Following the review of the administrative final IS/ND or IS/MND by City staff and the incorporation of any comments and revisions requested by the City, we will provide hardcopies and CDs of the final IS/ND or IS/MND, inclusive of the comments and responses to comments, as directed by the City.

Dudek will prepare a mitigation monitoring and report program for each proposed project that includes mitigation measures. The mitigation monitoring and report program will include all accepted mitigation measures, along with the following: the project period to which the measure applies (i.e., construction, operation, pre-/post-occupancy), future review or reporting requirements involved in a measure, the responsible party for implementing and enforcing the mitigation, requirements for monitoring by outside agencies, and monitoring and reporting frequency. Dudek will also compile the Administrative Record for the City as the project progresses so that we can turn over the files immediately upon project conclusion.

EIRs/EISs

Task 1. Kickoff

This task will be the same as outlined under Task 1 for NDs/MNDs.

Task 2. Project Schedule

Dudek will submit a draft schedule at the time of submittal of a detailed work plan for a task order. Immediately following the kickoff meeting, we will adjust the schedule, as necessary, to reflect our growing understanding of the project and to account for any potential changes in the scope. Schedules for EIRs and EISs should not exceed 18 months in length from initial kickoff to City Council consideration of the Final EIR (or EIR/EIS), unless specific complexities or changes in the project description arise. Our designated project manager will commit our team to the agreed-upon schedule and submit a final schedule to the City.

Task 3. NOP/NOI

In the preparation of an EIR or EIR/EIS, the environmental documents only need to address potentially significant impacts. Thus, an IS may be used as part of the notice of preparation (NOP) or NOP/NOI process to narrow down the scope of the EIR or EIR/EIS to focus on pertinent issues of concern. Dudek will prepare an IS/NOP or IS/NOP/NOI (the latter if an EIS is required due to federal involvement) to initiate the environmental review process and to solicit comments from agencies, organizations, and interested individuals. The IS will be based on the environmental checklist in Appendix G of the CEQA Guidelines. We will submit the administrative draft IS/NOP or IS/NOP/NOI to the City (and the federal lead agency) for review.

Task 4. Transmittal of the NOP or NOP/NOI

Dudek will make any final changes and revisions to the IS/NOP or IS/NOP/NOI requested by City (and federal agency) staff, reproduce and distribute the documents for public review to organizations and individuals on a mailing list provided by the City, and prepare appropriate transmittal letters. We will also prepare the notice of completion (for State Clearinghouse involvement). Dudek will distribute the documents to the approved mailing list in both hardcopy and CD format, as directed by City staff. We will also coordinate with federal agency staff for publication of the NOI in the Federal Register, provide draft notices for distribution to area newspapers, and provide electronic versions for posting to the City website.

Following the review of the administrative draft EIR or EIR/EIS by City staff (and the federal lead agency), Dudek will incorporate any final revisions and address any remaining comments as requested by the City (and potentially the federal lead agency). We will provide Spanish translations of the Executive Summary and any other summary documents (e.g., Readers Guide), which will be made available during public review. Padilla and Associates is on our team to assist with public outreach and Spanish translation of meeting notices.

Task 5. Scoping Meeting

Dudek will work with City staff to organize and participate in a scoping meeting to solicit public input on the scope of the EIR or EIR/EIS. We will work with City staff to determine the most appropriate format for the scoping meeting (i.e., open house or community presentation) and prepare all materials necessary for the scoping meeting (e.g., PowerPoint presentation, comment cards, sign-in sheets, handouts, poster boards). We will provide a translation of notices and materials into Spanish, if necessary.

Task 6. Administrative Draft EIR

The EIR or EIR/EIS will include a discussion of the existing physical and regulatory setting and impact analysis, including methodology and thresholds, mitigation measures, and residual impacts following the implementation of the mitigation measures. As described, the impact analysis will focus on the environmental issues that are determined to result in potentially significant impacts during the NOP or NOP/NOI and scoping processes. The impact analysis will be based on CEQA Guidelines Appendix G and the latest guidance from the City. The impact analysis will be based on both quantitative and qualitative analysis, and may require the preparation of technical studies or the synthesis of existing available studies to support the analysis.

The EIR or EIR/EIS will include all required content pursuant to CEQA/NEPA, including an alternatives analysis, cumulative impacts analysis, and an assessment of growth-inducing impacts. Dudek will work closely with the City (and as necessary, the federal lead agency) to identify and screen a reasonable range of alternatives for analysis in the EIR or EIR/EIS. These alternatives will be based on their ability to feasibly attain most of the project objectives while avoiding or substantially lessening the potentially significant environmental impacts of the proposed project. The cumulative impacts analysis will focus on the potential for environmental impacts from this project, along with other proposed and reasonably foreseeable projects in the area. The list of cumulative projects will be developed in coordination with City staff. The project's contribution to the overall cumulative baseline will be evaluated and discussed, and cumulatively considerable impacts will be identified. We will also summarize the significant unavoidable impacts resulting from the project, and will identify any significant irreversible changes and irretrievable commitments of the environment, and will provide an explanation of issues found not to be significant during the IS process, as well as effects that were studied in the EIR that were determined to be less than significant.

We will submit the administrative draft EIR, or EIR/EIS, to the City (and federal lead agency) for review. Following the review of the document by City staff (and federal lead agency) and the incorporation of any comments and revisions requested, we will prepare a public draft EIR for public review.

Tasks 7. Preparation and Transmittal of Public Review Draft EIR or EIR/EIS

Dudek will work with City staff to secure a mailing list, and prepare the notice of availability and appropriate transmittal letters. Dudek will also prepare the notice of completion (for State Clearinghouse involvement) and post the notice of availability with the County Clerk. Dudek will distribute the documents to the approved mailing list in both hardcopy and CD format, as directed by City staff. Document distribution will use certified mail, regular mail, and FedEx or other form of distribution that can provide tracking records. We will also coordinate with federal agency staff for publication of the notice in the Federal Register, provide draft notices for distribution to area newspapers, and provide electronic versions suitable for posting to the City's website.

Task 8. Public Hearing

This task would be the same as outlined for Task 5 under NDs/MNDs.

Tasks 9. Final EIR or EIR/EIS

Dudek will compile all comments received, and evaluate comments as to their relevance in addressing project impacts. We will collaborate with City staff on appropriate strategies to address the comments received. Dudek staff will draft responses to comments for City staff review, and make any modifications upon receiving comments from staff.

Based on the comments on the draft EIR or EIR/EIS, Dudek will prepare an administrative draft final EIR or EIR/EIS. The final EIR or EIR/EIS will include redline/strikeout text to highlight changes in the document, along with an errata chapter, and the comments and responses to comments.

Dudek will also prepare a draft mitigation monitoring and report program, which will identify the impacts, mitigation measures, timing of implementation, method of implementation, and responsible parties.

Following the review of the administrative final EIR or EIR/EIS by City staff (and the federal lead agency), Dudek will incorporate any revisions and address comments as requested by the City (and the federal lead agency). We will submit a Screencheck version of the Final EIR or EIR/EIS for final review, addressing any final revisions or comments. Dudek will compile the Administrative Record for the City as the project progresses so that we can turn over the files immediately upon project conclusion.

Dudek will also work with the City in the preparation of the findings of fact and statement of overriding considerations (if necessary). We will submit draft and final versions of these documents.

Technical Studies

The preparation of ISs/NDs/MNDs, EIRs, and EISs will require technical analysis to support conclusions made in the documents. Our in-house environmental experts have completed technical studies and environmental reports that cover all environmental disciplines. A consistent theme across all projects is our focus on problem solving and using the right tools to deliver successful outcomes.

Engineering Support

Our engineers plan, entitle, and design land development and infrastructure projects. We understand the importance of adhering to tight regulations, aggressive schedules, and narrow budgets. Simultaneously, we navigate and comply with conditions of approval to design projects that are practical, economically viable, and realistic given the regulatory environment. Our team includes LEED-accredited staff trained to create environmentally sensitive and low-impact designs that accomplish desired results and produce sustainable infrastructure.

Stormwater Drainage and Regulatory Compliance. Our engineers are experts in surface water and stormwater drainage, including hydrology and hydraulic analysis. We have prepared numerous stormwater pollution prevention plans, water quality management plans, and dust control plans for our clients, and have experience with erosion and sediment control related to environmental compliance. In addition, we prepare environmental constraints analysis, analyzing slopes, drainage, and the geology of a project site.

Site Development. Our engineers are experts in site development, including site plans and preliminary engineering. We have experience in mass, rough, and precise site grading, as well as preparing tentative and final parcel maps and tract maps for development. Our staff provides third-party plan check services, peer review, and value engineering to public and private clients.

Infrastructure and Transportation Planning and Design. Our engineers plan and design infrastructure for water, sewer, and storm drain systems. We also offer comprehensive transportation planning and design for paved roads, all weather access, pedestrian walkways, and Americans with Disabilities Act compliance.

Public Outreach

Dudek has teamed with Katherine Padilla & Associates (KPA), Inc., who will be providing outreach services for this contract. KPA is a full-service communication firm founded in 1994, and their services include strategic community outreach and public information campaigns, community meetings and workshops online and in-person, community-based research including focus groups and interviews, branding and graphic design, social media management, photography and video production, translation services, and much more. Its diverse team of eight includes members fluent in Spanish, Tagalog and Korean. KPA is also certified WBE, DBE, MBE and SBE.

KPA's senior staff combine multidisciplinary technical and marketing skills with soft interpersonal skills, intangible necessities gleaned only from extensive experience and training. Its senior staff has deep knowledge in areas such as planning, design, engineering, environmental review, and construction. Within KPA's staff, each offers more than 15 years of hands-on experience in his or her field. Working proactively and sensitively, KPA senior staff averts crises and solve problems before they become issues, challenges many firms do not recognize until they have deteriorated into calamity. Our talents, training, and experience uniquely position us to communicate meaningfully with our clients, technical team members and the community.

Since its inception, KPA has worked on projects in Orange, Los Angeles, Santa Barbara, Riverside, San Bernardino, Imperial, San Diego and Ventura Counties. In Santa Barbara County, KPA is working on the Santa Maria Levee Trail Study. In Ventura County, they're working on the multi-year Ventura County Transportation Commission Comprehensive Transportation Plan.

A sampling of past and current projects include the following:

- City of Santa Ana Downtown/Transit Zone Complete Streets
- City of Santa Ana Safe Route to School
- City of Costa Mesa Pedestrian Master Plan
- City of Santa Monica North Beach Trail Improvement Project
- Santa Barbara County Association of Governments Santa Ynez Valley Traffic Circulation and Safety Study
- County of Santa Barbara, Santa Maria River Levee Trail Study
- City of Escondido Grape Day Park Master Plan & Playground Design/Construction
- Metro LA River Path Project
- Metro East San Fernando Valley Light Rail Transit Project AA, EIR, and First-Last Mile Plan

- City of LA 7th Street Streetscape Improvement Project
- Metro Mobility Matrix – San Fernando Valley and Las Virgenes/Malibu Subregion
- City of Calexico Transit Study

On-Call Staff Consulting

Dudek has performed as-needed and extension-of-staff contracts for more than 170 cities, counties, state agencies, and water and wastewater districts throughout California.

Our as-needed staffing helps public agencies cost-effectively:

- Manage technical staffing levels to meet short-term or long term needs in response to fluctuating workloads
- Quickly access specialized technical expertise to supplement staff for complex projects challenges
- Use contract technical staff with experience working seamlessly as part of municipal staff for positions that interact with the public

We are well versed in the needs of local cities, agencies, and water districts, and we bring our depth of technical knowledge, experience, and successful project management approach to each project. Our professionals are trained to understand the agency's processes and apply our expertise within that structure. The result is maximized efficiency without sacrificing valuable time and energy.

Dudek has built a strong reputation for helping public officials effectively progress through California's ever-increasing regulatory maze, providing the appropriate team of experienced scientific, engineering, and regulatory professionals. Our comprehensive approach and experience will provide the City with the following:

- **The Right People.** We provide an experienced project manager who will draw from Dudek's 700+ environmental professionals to bring the appropriate expertise to your project, considering project needs and available budget.
- **Local Understanding.** We hit the ground running, thoroughly researching the issues, discussing with your key staff, and bringing a key understanding of California's regulatory laws and in-depth knowledge of the City's service area and related environmental issues. We have worked in the City on diverse projects such as Centennial Park Lake and our staff has worked on the I-5 HOV Lanes from SR-55 to SR-57 project.
- **Strong Reputation with Regulatory Agencies.** Our professional scientists and planners have established strong working relationships with the local staffs of California's regulatory agencies, which is vital for keeping projects moving and obtaining final approvals. We are knowledgeable about the inter-agency agreements and local regulations.
- **Cost-Conscious Solutions.** Our staff focus on implementation, and are cost-conscious. We know City's budget constraints, and will collaborate with your staff to achieve a cost-effective approach for compliance.
- **Collaborative Team Work.** Our project managers recognize the importance of being part of the City team. We work with staff and customers in a professional, collaborative, and friendly manner.

- **In-depth Experience.** Our project teams have worked with dozens of agencies on a wide variety of difficult projects. We will provide you and your staff varying perspectives on scoping and cost based on our experience successfully completing hundreds of municipal projects.
- **Prompt Communication.** We provide frequent and regular reporting on key work tasks, meetings, and processes. We get in front of developing problems by keeping you informed when City staff may need to get involved, and offer alternatives to mitigate unnecessary delays. We respond quickly to requests and emergencies, as needed.
- **Comprehensive Service.** We are a one-stop shop for your regulatory needs. Complementing our array of in-house expertise is our wide network of top-notch teaming partners throughout California. We will provide the City with a highly qualified, locally knowledgeable team of professionals who regularly work together to effectively complete difficult environmental and regulatory projects throughout California.

Appendix
ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT
CERTIFICATIONS

NON-COLLUSION AFFIDAVIT
 (Title 23 United States Code Section 112 and
 Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed _____

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this 8th day of Oct, 2021, by Joseph Monaco, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


 Notary Public Signature



Notary Public Seal

Appendix
ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION
CERTIFICATIONS


The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm _____

Signed and Printed Name:  _____ **Joseph Monaco**
President/Chief Executive Officer
Dudek

Title _____

Date 10/8/21 _____

Appendix
ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION
CERTIFICATIONS

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed:



Title:

Joseph Monaco
President/Chief Executive Officer
Dudek

Firm:

Dudek

Date:

10/8/21

EXHIBIT C

CONSULTANT'S FEE & COSTS PROPOSAL

DUDEK 2022 Standard Schedule of Charges

Engineering Services

Project Director	\$305.00/hr
Principal Engineer III	\$285.00/hr
Principal Engineer II	\$270.00/hr
Principal Engineer I	\$260.00/hr
Program Manager	\$250.00/hr
Senior Project Manager	\$250.00/hr
Project Manager	\$245.00/hr
Senior Engineer III	\$235.00/hr
Senior Engineer II	\$225.00/hr
Senior Engineer I	\$215.00/hr
Project Engineer IV/Technician IV	\$205.00/hr
Project Engineer III/Technician III	\$195.00/hr
Project Engineer II/Technician II	\$180.00/hr
Project Engineer I/Technician I	\$165.00/hr
Senior Designer	\$185.00/hr
Designer	\$175.00/hr
Assistant Designer	\$170.00/hr
CADD Operator III	\$165.00/hr
CADD Operator II	\$155.00/hr
CADD Operator I	\$140.00/hr
CADD Drafter	\$125.00/hr
CADD Technician	\$115.00/hr
Project Coordinator	\$140.00/hr
Engineering Assistant	\$120.00/hr

Environmental Services

Project Director	\$255.00/hr
Senior Specialist IV	\$235.00/hr
Senior Specialist III	\$225.00/hr
Senior Specialist II	\$205.00/hr
Senior Specialist I	\$195.00/hr
Specialist V	\$185.00/hr
Specialist IV	\$175.00/hr
Specialist III	\$165.00/hr
Specialist II	\$150.00/hr
Specialist I	\$135.00/hr
Analyst V	\$125.00/hr
Analyst IV	\$115.00/hr
Analyst III	\$105.00/hr
Analyst II	\$95.00/hr
Analyst I	\$85.00/hr
Technician III	\$75.00/hr
Technician II	\$65.00/hr
Technician I	\$55.00/hr

Mapping and Surveying Services

Application Developer II	\$195.00/hr
Application Developer I	\$155.00/hr
GIS Analyst V	\$205.00/hr
GIS Analyst IV	\$165.00/hr
GIS Analyst III	\$145.00/hr
GIS Analyst II	\$130.00/hr
GIS Analyst I	\$115.00/hr
UAS Pilot	\$115.00/hr
Survey Lead	\$185.00/hr
Survey Manager	\$135.00/hr
Survey Crew Chief	\$115.00/hr
Survey Rod Person	\$95.00/hr
Survey Mapping Technician	\$95.00/hr

Construction Management Services

Principal/Manager	\$195.00/hr
Senior Construction Manager	\$185.00/hr
Senior Project Manager	\$175.00/hr
Construction Manager	\$160.00/hr
Project Manager	\$150.00/hr
Resident Engineer	\$150.00/hr
Construction Engineer	\$150.00/hr
On-site Owner's Representative	\$140.00/hr
Prevailing Wage Inspector	\$139.00/hr
Construction Inspector	\$135.00/hr
Administrator/Labor Compliance	\$100.00/hr

Hydrogeology/HazWaste Services

Project Director	\$305.00/hr
Principal Hydrogeologist/Engineer II	\$280.00/hr
Principal Hydrogeologist/Engineer I	\$260.00/hr
Senior Hydrogeologist V/Engineer V	\$240.00/hr
Senior Hydrogeologist IV/Engineer IV	\$230.00/hr
Senior Hydrogeologist III/Engineer III	\$220.00/hr
Senior Hydrogeologist II/Engineer II	\$210.00/hr
Senior Hydrogeologist I/Engineer I	\$200.00/hr
Project Hydrogeologist V/Engineer V	\$185.00/hr
Project Hydrogeologist IV/Engineer IV	\$175.00/hr
Project Hydrogeologist III/Engineer III	\$165.00/hr
Project Hydrogeologist II/Engineer II	\$155.00/hr
Project Hydrogeologist I/Engineer I	\$145.00/hr
Hydrogeologist/Engineering Assistant	\$120.00/hr

District Management & Operations

District General Manager	\$210.00/hr
District Engineer	\$205.00/hr
Operations Manager	\$160.00/hr
District Secretary/Accountant	\$135.00/hr
Collections System Manager	\$135.00/hr
Grade V Operator	\$125.00/hr
Grade IV Operator	\$110.00/hr
Grade III Operator	\$100.00/hr
Grade II Operator	\$80.00/hr
Grade I Operator	\$75.00/hr
Operator in Training	\$75.00/hr
Collection Maintenance Worker	\$75.00/hr

Creative Services

Creative Services IV	\$165.00/hr
Creative Services III	\$150.00/hr
Creative Services II	\$135.00/hr
Creative Services I	\$120.00/hr

Publications Services

Technical Editor IV	\$165.00/hr
Technical Editor III	\$150.00/hr
Technical Editor II	\$135.00/hr
Technical Editor I	\$120.00/hr
Publications Specialist IV	\$120.00/hr
Publications Specialist III	\$110.00/hr
Publications Specialist II	\$100.00/hr
Publications Specialist I	\$90.00/hr
Clerical Administration	\$90.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

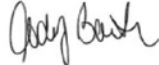
The rates listed above assume prevailing wage rates does not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

Appendix
ATTACHMENT 4
CALTRANS ATTACHMENTS

Please see below.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Santa Ana 2. Contract DBE Goal: 8%, \$76,000
 3. Project Description: On-call Environmental Services
 4. Project Location: City of Santa Ana
 5. Consultant's Name: Dudek 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$950,000
 8. Total Dollar Amount for **ALL** Subconsultants: \$ 85,500.00 9. Total Number of **ALL** Subconsultants: 2

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Public Relations, Community Outreach	31053	Katherine Padilla & Associates, Inc. Katherine Padilla Otanez, 323.258.5384 kpadilla@katherinepadilla.com	\$ 28,500.0
Transportation	40083	CR Associates (Chen Ryan Associates) Monique Chen, 619.795.6086 mchen@cramobility.com	\$ 57,000.0
Local Agency to Complete this Section			\$ 85,500
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			14. TOTAL CLAIMED DBE PARTICIPATION 9.00 %
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ 16. Date <u>1/9/23</u> Jody Barth 17. Preparer's Name _____ 18. Phone <u>760.479.4288</u> Accountant 19. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-H2 COST PROPOSAL									
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)									
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)									
Consultant:	Dudek	X	Prime Consultant		Subconsultant		2nd Tier Subconsultant		
Project Number:	On-Call Environmental Services	Contract Number:		Participation Amount:		Date	1.30.23		
For Combined Rate:	Fringe Benefit %	+	General & Administrative%	=	Combined ICR%	161.61%			
For Home Office Rate:	Fringe Benefit %	+	General & Administrative%	=	Combined ICR%				
For Field Office Rate:	Fringe Benefit %	+	General & Administrative%	=	Combined ICR%				
				Fee	=	13%			

Billing Information				Calculation Information					
Name/Job Title/Classification	Straight	OT (1.5)	OT2(2x)	Effective Date of Hourly Rate		Actual or Average	% or \$ Increase	Hourly Range - For Classification Only	
				From	To				
Rachel Struglia	\$ 354.62	\$ 531.94	\$ 709.25	1/1/2023	12/31/2023	\$ 119.96		Not Applicable	
	\$ 365.26	\$ 547.89	\$ 730.52	1/1/2024	12/31/2024	\$ 123.56	3%		
	\$ 365.26	\$ 547.89	\$ 730.52	1/1/2025	12/31/2025	\$ 123.56	3%		
	\$ 376.22	\$ 564.33	\$ 752.44	1/1/2026	12/31/2026	\$ 127.27	3%		
Jason Reynolds	\$ 285.56	\$ 428.34	\$ 571.11	1/1/2023	12/31/2023	\$ 96.60		Not Applicable	
	\$ 294.12	\$ 441.19	\$ 588.25	1/1/2024	12/31/2024	\$ 99.49	3%		
	\$ 294.12	\$ 441.19	\$ 588.25	1/1/2025	12/31/2025	\$ 99.49	3%		
	\$ 302.95	\$ 454.42	\$ 605.89	1/1/2026	12/31/2026	\$ 102.48	3%		
Alex Hardy	\$ 204.27	\$ 306.40	\$ 408.54	1/1/2023	12/31/2023	\$ 69.10		Not Applicable	
	\$ 210.40	\$ 315.59	\$ 420.79	1/1/2024	12/31/2024	\$ 71.17	3%		
	\$ 210.40	\$ 315.59	\$ 420.79	1/1/2025	12/31/2025	\$ 71.17	3%		
	\$ 216.71	\$ 325.06	\$ 433.42	1/1/2026	12/31/2026	\$ 73.31	3%		
Patrick Cruz	\$ 129.26	\$ 193.89	\$ 258.52	1/1/2023	12/31/2023	\$ 43.73		Not Applicable	
	\$ 133.14	\$ 199.71	\$ 266.28	1/1/2024	12/31/2024	\$ 45.04	3%		
	\$ 133.14	\$ 199.71	\$ 266.28	1/1/2025	12/31/2025	\$ 45.04	3%		
	\$ 137.13	\$ 205.70	\$ 274.27	1/1/2026	12/31/2026	\$ 46.39	3%		
Andrew Talbert	\$ 135.02	\$ 202.53	\$ 270.04	1/1/2023	12/31/2023	\$ 45.67		Not Applicable	
	\$ 139.07	\$ 208.60	\$ 278.14	1/1/2024	12/31/2024	\$ 47.04	3%		
	\$ 139.07	\$ 208.60	\$ 278.14	1/1/2025	12/31/2025	\$ 47.04	3%		
	\$ 143.24	\$ 214.86	\$ 286.48	1/1/2026	12/31/2026	\$ 48.45	3%		
Josh Saunders	\$ 164.38	\$ 246.56	\$ 328.75	1/1/2023	12/31/2023	\$ 55.60		Not Applicable	
	\$ 169.31	\$ 253.96	\$ 338.61	1/1/2024	12/31/2024	\$ 57.27	3%		
	\$ 169.31	\$ 253.96	\$ 338.61	1/1/2025	12/31/2025	\$ 57.27	3%		
	\$ 174.39	\$ 261.58	\$ 348.77	1/1/2026	12/31/2026	\$ 58.99	3%		
Jennifer Reed	\$ 236.43	\$ 354.64	\$ 472.86	1/1/2023	12/31/2023	\$ 79.98		Not Applicable	
	\$ 243.52	\$ 365.28	\$ 487.04	1/1/2024	12/31/2024	\$ 82.38	3%		
	\$ 243.52	\$ 365.28	\$ 487.04	1/1/2025	12/31/2025	\$ 82.38	3%		
	\$ 250.83	\$ 376.24	\$ 501.65	1/1/2026	12/31/2026	\$ 84.85	3%		
Tommy Molioo	\$ 150.18	\$ 225.27	\$ 300.36	1/1/2023	12/31/2023	\$ 50.80		Not Applicable	
	\$ 154.69	\$ 232.03	\$ 309.37	1/1/2024	12/31/2024	\$ 52.33	3%		
	\$ 154.69	\$ 232.03	\$ 309.37	1/1/2025	12/31/2025	\$ 52.33	3%		
	\$ 159.33	\$ 238.99	\$ 318.65	1/1/2026	12/31/2026	\$ 53.90	3%		
Adam Giacinto	\$ 228.89	\$ 343.34	\$ 457.78	1/1/2023	12/31/2023	\$ 77.43		Not Applicable	
	\$ 235.76	\$ 353.64	\$ 471.52	1/1/2024	12/31/2024	\$ 79.75	3%		
	\$ 235.76	\$ 353.64	\$ 471.52	1/1/2025	12/31/2025	\$ 79.75	3%		
	\$ 242.83	\$ 364.25	\$ 485.66	1/1/2026	12/31/2026	\$ 82.14	3%		
Eric Schniewind	\$ 178.97	\$ 268.45	\$ 357.93	1/1/2023	12/31/2023	\$ 60.54		Not Applicable	
	\$ 184.33	\$ 276.50	\$ 368.67	1/1/2024	12/31/2024	\$ 62.36	3%		
	\$ 184.33	\$ 276.50	\$ 368.67	1/1/2025	12/31/2025	\$ 62.36	3%		
	\$ 189.86	\$ 284.80	\$ 379.73	1/1/2026	12/31/2026	\$ 64.23	3%		
Michael Williams	\$ 136.86	\$ 205.29	\$ 273.72	1/1/2023	12/31/2023	\$ 46.30		Not Applicable	
	\$ 140.97	\$ 211.45	\$ 281.93	1/1/2024	12/31/2024	\$ 47.69	3%		
	\$ 140.97	\$ 211.45	\$ 281.93	1/1/2025	12/31/2025	\$ 47.69	3%		
	\$ 145.20	\$ 217.79	\$ 290.39	1/1/2026	12/31/2026	\$ 49.12	3%		
Glenna McMahon	\$ 341.11	\$ 511.66	\$ 682.22	1/1/2023	12/31/2023	\$ 115.39		Not Applicable	
	\$ 351.34	\$ 527.01	\$ 702.69	1/1/2024	12/31/2024	\$ 118.85	3%		
	\$ 351.34	\$ 527.01	\$ 702.69	1/1/2025	12/31/2025	\$ 118.85	3%		
	\$ 361.88	\$ 542.83	\$ 723.77	1/1/2026	12/31/2026	\$ 122.42	3%		
Mark Storm	\$ 244.32	\$ 366.48	\$ 488.64	1/1/2023	12/31/2023	\$ 82.65		Not Applicable	
	\$ 251.65	\$ 377.48	\$ 503.30	1/1/2024	12/31/2024	\$ 85.13	3%		
	\$ 251.65	\$ 377.48	\$ 503.30	1/1/2025	12/31/2025	\$ 85.13	3%		
	\$ 259.20	\$ 388.80	\$ 518.40	1/1/2026	12/31/2026	\$ 87.68	3%		

Local Assistance Procedures Manual

EXHIBIT 10-H2
Cost Proposal

Haley Ward	\$	85.36	\$	128.04	\$	170.72	1/1/2023	12/31/2023	\$	28.88		Not Applicable	
	\$	87.92	\$	131.88	\$	175.84	1/1/2024	12/31/2024	\$	29.74	3%		
	\$	87.92	\$	131.88	\$	175.84	1/1/2025	12/31/2025	\$	29.74	3%		
	\$	90.56	\$	135.84	\$	181.12	1/1/2026	12/31/2026	\$	30.63	3%		
Dennis Pascua	\$	256.96	\$	385.44	\$	513.92	1/1/2023	12/31/2023	\$	86.92		Not Applicable	
	\$	264.67	\$	397.00	\$	529.33	1/1/2024	12/31/2024	\$	89.53	3%		
	\$	264.67	\$	397.00	\$	529.33	1/1/2025	12/31/2025	\$	89.53	3%		
	\$	272.61	\$	408.91	\$	545.21	1/1/2026	12/31/2026	\$	92.22	3%		
Charles Greely	\$	361.57	\$	542.35	\$	723.13	1/1/2023	12/31/2023	\$	122.31		Not Applicable	
	\$	372.41	\$	558.62	\$	744.82	1/1/2024	12/31/2024	\$	125.98	3%		
	\$	372.41	\$	558.62	\$	744.82	1/1/2025	12/31/2025	\$	125.98	3%		
	\$	383.58	\$	575.38	\$	767.17	1/1/2026	12/31/2026	\$	129.76	3%		
Michael Huff	\$	345.57	\$	518.36	\$	691.14	1/1/2023	12/31/2023	\$	116.90		Not Applicable	
	\$	355.94	\$	533.91	\$	711.88	1/1/2024	12/31/2024	\$	120.40	3%		
	\$	355.94	\$	533.91	\$	711.88	1/1/2025	12/31/2025	\$	120.40	3%		
	\$	366.62	\$	549.93	\$	733.23	1/1/2026	12/31/2026	\$	124.02	3%		
Dana Link-Herrera	\$	127.91	\$	191.87	\$	255.82	1/1/2023	12/31/2023	\$	43.27		Not Applicable	
	\$	131.75	\$	197.62	\$	263.50	1/1/2024	12/31/2024	\$	44.57	3%		
	\$	131.75	\$	197.62	\$	263.50	1/1/2025	12/31/2025	\$	44.57	3%		
	\$	135.70	\$	203.55	\$	271.40	1/1/2026	12/31/2026	\$	45.90	3%		
Jane Gray	\$	215.99	\$	323.99	\$	431.98	1/1/2023	12/31/2023	\$	73.06		Not Applicable	
	\$	222.47	\$	333.71	\$	444.94	1/1/2024	12/31/2024	\$	75.26	3%		
	\$	222.47	\$	333.71	\$	444.94	1/1/2025	12/31/2025	\$	75.26	3%		
	\$	229.14	\$	343.72	\$	458.29	1/1/2026	12/31/2026	\$	77.51	3%		

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply
2. The cost proposal format shall not be amended.
3. Billing rate= actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultants annual accounting
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)Consultant Dudek ☐ Prime Consultant ☐ Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	1	.56	0
Equipment Rental and Supplies	TBD			0
Permit Fees	TBD			0
Plan Sheets				0
Test				0
Vehicle				0
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:Name: Christine MooreTitle*: Chief Financial OfficerSignature: Date of Certification (mm/dd/yyyy): 10/20/2021Email: cmoore@dudek.comPhone Number: 760.479.4873Address: 605 3rd Street, Encinitas, California 92024

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

On-Call Environmental Consulting

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Katherine Padilla & Associates (KPA), Inc.

Prime Consultant DUDEK

Subconsultant KPA

2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date 1/9/2023

For Combined Rate	Fringe Benefit % + General &Administrative %	152.12%	(Safe Harbor Rate)	Combined ICR%
OR				
For Home Office Rate	Fringe Benefit % + General &Administrative %			Home Office ICR%
For Field Office Rate	Fringe Benefit % + General &Administrative %			Field Office ICR%
Fee 10%				

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification1	Hourly Billing Rates2			Effective Date of Hourly Rate		Actual or Avg.	% or \$	Hourly Range -
	Straight3	OT(1.5x)	OT(2x)	From	To	Hourly Rate4	Increase	for Classifications Only
Katherine Padilla Otanez, President	\$221.76	\$290.40	\$387.20	1/1/2023	1/1/2026	\$80.00	0% 0% 0%	
Jessica Padilla Bowen, Sr. Associate	\$207.90	\$272.25	\$363.00	1/1/2021	1/1/2024	\$75.00	0% 0% 0%	
Thelma Herrera, Sr. Project Manage	\$207.90	\$272.25	\$363.00	1/1/2021	1/1/2024	\$75.00	0% 0% 0%	
Xavier Sibaja, Project Mgr	\$166.00	\$199.65	\$266.20	1/1/2021	1/1/2024	\$60.00	0% 0% 0%	
Ruthann Pearlman, Project Assoc.	\$138.60	\$108.90	\$145.20	1/1/2021	1/1/2024	\$50.00	0% 0% 0%	
							0% 0% 0%	

NOTES: These rates are good for the initial contract term of 3 years. Rates may only be adjusted per the County's COLA policy for the renewal term, as defined in

the contract.”

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant CR Associates☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantProject No. N/A Contract No. N/A Participation Amount \$ N/A Date 01/12/2023

For Combined Rate	Fringe Benefit 85.70% + General & Administrative 91.00%	=	199.92%
OR			
For Home Office Rate	Fringe Benefit 85.70% + General & Administrative 91.00%	=	199.92%
For Field Office Rate	Fringe Benefit 85.70% + General & Administrative 91.00%	=	199.92%
Fee			= 10%

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Monique Chen* Principal	\$326.61	N/A	N/A	1/1/2023	12/31/2023	\$99.00		Not Applicable
	\$353.01	N/A	N/A	1/1/2024	12/31/2024	\$107.00	8.00%	
	\$382.70	N/A	N/A	1/1/2025	12/31/2025	\$116.00	8.00%	
Phuong Nguyen* Senior Traffic Engineer	\$247.43	N/A	N/A	1/1/2023	12/31/2023	\$75.00		Not Applicable
	\$267.23	N/A	N/A	1/1/2024	12/31/2024	\$81.00	8.00%	
	\$290.32	N/A	N/A	1/1/2025	12/31/2025	\$88.00	8.00%	
Aryo Rad* Senior Civil Engineer	\$283.72	N/A	N/A	1/1/2023	12/31/2023	\$86.00		Not Applicable
	\$306.82	N/A	N/A	1/1/2024	12/31/2024	\$93.00	8.00%	
	\$333.21	N/A	N/A	1/1/2025	12/31/2025	\$101.00	8.00%	
Analyst - Various	\$138.56	N/A	N/A	1/1/2023	12/31/2023	\$42.00		Not Applicable
	\$151.76	N/A	N/A	1/1/2024	12/31/2024	\$46.00	8.00%	
	\$164.96	N/A	N/A	1/1/2025	12/31/2025	\$50.00	8.00%	

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Support / Administrative	\$155.06	N/A	N/A	1/1/2023	12/31/2023	\$47.00		Not Applicable
	\$168.26	N/A	N/A	1/1/2024	12/31/2024	\$51.00	8.00%	
	\$184.75	N/A	N/A	1/1/2025	12/31/2025	\$56.00	8.00%	

(Add pages as necessary)

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant CR Associates ☐ Prime Consultant ☒ SubconsultantProject No. N/A Contract No. N/A Date 01/12/2023

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	N/A	N/A	\$0.655	N/A
Equipment Rental and Supplies	N/A	N/A	N/A	N/A
Permit Fees	N/A	N/A	N/A	N/A
Plan Sheets	N/A	N/A	\$2.00	N/A
Test	N/A	N/A	N/A	N/A
Vehicle	N/A	N/A	N/A	N/A

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.

6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

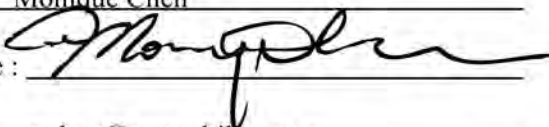
EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Monique Chen Title *: Principal
Signature:  Date of Certification (mm/dd/yyyy): 01/12/2023
Email: mchen@cramobility.com Phone Number: 619-795-6086
Address: 3900 5th Avenue, Suite 310 San Diego CA 92103

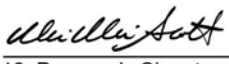
* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Transportation Impact & Operation Analysis

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Santa Ana 2. Contract DBE Goal: 8%
 3. Project Description: On-Call Environmental Services
 4. Project Location: Santa Ana, California
 5. Consultant's Name: Dudek 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Community Outreach	CUCP 31053	Katherine Padilla Otanez; kpadilla@katherinepadilla.com; 626.818.3324	4%
Transportation Consulting Support	CUCP 40083	Monique Chen; craadmin@chenryanmobility.com; 619.795.6086	4%
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	8 %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. <div style="display: flex; justify-content: space-between;"> <div>  12. Preparer's Signature Wei Wei Scott 14. Preparer's Name Marketing Manager 16. Preparer's Title </div> <div> 10/21/2021 13. Date 626.658.5147 15. Phone </div> </div>	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2023

8/17/2022

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: American Guarantee and Liab. Ins. Co.</td> <td>26247</td> </tr> <tr> <td>INSURER C: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: American Guarantee and Liab. Ins. Co.	26247	INSURER C: Continental Casualty Company	20443	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Zurich American Insurance Company	16535														
INSURER B: American Guarantee and Liab. Ins. Co.	26247														
INSURER C: Continental Casualty Company	20443														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED 1475107 DUDEK 605 THIRD STREET ENCINITAS CA 92024															

COVERAGES**CERTIFICATE NUMBER:** 16765248**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO0146311	8/28/2022	8/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP0146329	8/28/2022	8/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	Y	AUC0146407	8/28/2022	8/28/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
A	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	Y	WC0146330	8/28/2022	8/28/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY INCLUDES POLLUTION	N	N	EEH591932835 INCL POLL	8/28/2022	8/28/2023	PER CLAIM \$1,000,000 AGGREGATE \$2,000,000

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

CITY OF SANTA ANA, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSURED ON GENERAL AND AUTO LIABILITY COVERAGE ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS REQUIRED BY WRITTEN CONTRACT WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON WORK COMP, GENERAL, AUTO AND UMBRELLA LIABILITY COVERAGE, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

16765248
 CITY OF SANTA ANA
 RISK MANAGEMENT DIVISION
 20 CIVIC CENTER PLAZA
 SANTA ANA CA 92702

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO0146311	8/28/2022	8/28/2023	8/28/2023	37385000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO0146311

Effective Date: 8/28/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT, AGREEMENT OR PERMIT.	ALL LOCATIONS

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions

apply: This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

WC0146330

Dudek

8/28/20228/28/2023

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY IN A WRITTEN CONTRACT, AGREEMENT OR PERMIT WITH THE NAMED INSURED.

WC 00 03 13

(Ed. 4-84)



1983 National Council on Compensation Insurance.

POLICY NUMBER: BAP0146329

COMMERCIAL AUTO
CA 20 48 10 13

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: DUDEK

Endorsement Effective Date: 8/28/2022

SCHEDULE

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

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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 the endorsement.

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

Named Insured: DUDEK

Endorsement Effective Date: 8/28/2022

SCHEDULE

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

ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO WAIVE YOUR RIGHTS
OF RECOVERY IN A WRITTEN CONTRACT, AGREEMENT OR PERMIT WITH THE
NAMED INSURED.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
BAP01463 29	8/28/2022	8/28/2023	8/28/2022		\$ I NCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Per Attached Certificate	30

All other terms and conditions of this policy remain unchanged.

U-CA-812-A CW (05/10)

Professional Liability and Pollution Incident Liability Insurance Policy Endorsement

CANCELLATION/NON-RENEWAL ENDORSEMENT - CALIFORNIA

Wherever used in this endorsement: 1) "Named Insured" means the first person or entity named on the Declarations page; 2) "policy period" means **policy term** and 3) "Insured(s)" means all persons or entities afforded coverage under the policy.

Any cancellation, non-renewal or termination provision(s) in the policy are deleted in their entirety and replaced with the following:

CANCELLATION AND NON-RENEWAL

I. CANCELLATION

A. The Named Insured may cancel the policy at any time. To do so, the Named Insured must return the policy to the Insurer or any of its authorized representatives, indicating the effective date of cancellation; or provide a written notice to the Insurer, stating when the cancellation is to be effective.

B. If the policy has been in effect for less than sixty (60) days and is not a renewal the Insurer may cancel the policy for any reason by mailing or delivering written notice to the Named Insured, at the last mailing address known to the Insurer, and the producer of record. The notice of cancellation will be provided at least thirty (30) days prior to the effective date of cancellation except that in the case of cancellation for nonpayment of premiums or for fraud the notice will be given no less than ten (10) days prior to the effective date of the cancellation.

C. If the policy has been in effect for more than sixty (60) days or if it is a renewal, effective immediately, the Insurer may not cancel the policy unless such cancellation is based on one or more of the following reasons: Nonpayment of premium, including payment due on a prior policy issued by the Insurer and due during the current policy term covering the same risks.

A judgment by a court or an administrative tribunal that the Named Insured has violated any law of this state or of the United States having as one of its necessary elements an act which materially increases any of the risks insured against.

Discovery of fraud or material misrepresentation by either of the following:

- (a) The Named Insured or Insured(s) or a representative of same in obtaining the insurance; or
- (b) The Named Insured or his or her representative in pursuing a claim under the policy.

Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by the Named Insured or Insured(s) or a representative of same, which materially increase any of the risks insured against.

Failure by the Named Insured or Insured(s) or a representative of same to implement reasonable loss control requirements which were agreed to by the Named Insured as a condition of policy issuance or which were conditions precedent to the use by the Insurer of a particular rate or rating plan, if the failure materially increases any of the risks insured against.

A determination by the commissioner that the loss of, or changes in, the Insurer's reinsurance covering all or part of the risk would threaten the financial integrity or solvency of

the Insurer.

A determination by the commissioner that a continuation of the policy coverage would place the Insurer in violation of the laws of this state or the state of its domicile or that the continuation of coverage would threaten the solvency of the Insurer.

A change by the Named Insured or Insured(s) or a representative of same in the activities or property of the commercial or industrial enterprise which results in a material added risk, a materially increased risk or a materially changed risk, unless the added, increased, or changed risk is included in the policy.

A notice of cancellation will be in writing and will be delivered or mailed to the Named Insured, at the last mailing address known to the Insurer, and the producer of record at least thirty (30) days prior to the effective date of cancellation. Where cancellation is for nonpayment of premium or fraud, notice shall be given no less than ten (10) days prior to the effective date of cancellation.

D. The notice will state the actual reason for the cancellation.

E. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

F. If notice is mailed, proof of mailing will be sufficient proof of notice.

II. NON-RENEWAL

A. The Insurer can non-renew the policy by giving written notice to the Named Insured, at the last mailing address known to the Insurer, at least sixty (60) days but not more than one hundred twenty (120) days before the expiration date.

B. The notice of non-renewal will state the actual reason for non-renewal.

C. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. A notice of non-renewal will not be required in any of the following situations:

The transfer of, or renewal of, a policy without change in its terms or conditions or the rate on which the premium is based between insurers that are members of the same insurance group.

The policy has been extended for ninety (90) days or less, if the notice required has been given prior to the extension.

The Named Insured has obtained replacement coverage or has agreed, in writing, within sixty (60) days of the termination of the policy, to obtain that coverage.

The policy is for a period of no more than sixty (60) days and the Named Insured is notified at the time of issuance that it may not be renewed.

The Named Insured requests a change in the terms or conditions or risks covered by the policy within sixty (60) days prior to the end of the policy period.

The Insurer has made a written offer to the Named Insured, within the prescribed time period, to renew the policy under changed terms or conditions or at a changed premium rate, where the increase is more than 25%. As used herein, "terms or conditions" includes, but is not limited to, a reduction in limits, elimination of coverages, or an increase in deductibles.

E. In the case of conditional renewal, failure of the Named Insured to satisfy conditions provided by the Insurer for renewal, by the expiration date of the policy or thirty (30) days after mailing or delivery of such notice, whichever is later, the conditional renewal shall be treated as an effective non-renewal.

III. CONDITIONAL RENEWAL

A. If the policy has been in effect for more than sixty (60) days or if the policy is a renewal, effective immediately no increase in premium, reduction in limits, or change in the conditions of coverage shall be effective during the policy period unless based upon one of the following reasons:

Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards by the Named Insured or Insured(s) which materially increase any of the risks or hazards insured against.

Failure by the Named Insured or Insured(s) to implement reasonable loss control requirements which were agreed to by the Insured as a condition of policy issuance or which were conditions precedent to the use by the Insurer of a particular rate or rating plan, if the failure materially increases any of the risks insured against.

A determination by the commissioner that loss of or changes in an insurer's reinsurance covering all or part of the risk covered by the policy would threaten the financial integrity or solvency of the Insurer unless the change in the terms or conditions or rate upon which the premium is based is permitted.

A change by the Named Insured or Insured(s) in the activities or property of the commercial or industrial enterprise which results in a materially added risk, a materially increased risk, or a materially changed risk, unless the added, increased, or changed risk is included in the policy.

A. A written notice will be mailed or delivered to the Named Insured, at the last mailing address known to the Insurer, and the producer of record at least thirty (30) days prior to the effective date of any increase, reduction or change.

B. The notice will state the effective date of, and the reasons for, the increase, reduction or change

C. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of the policy remain unchanged.

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

Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO0146311

Effective Date: 8/28/2022

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE		
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	30*	
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	30**	
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.		

All other terms and conditions of this policy remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
99 06 33

WC

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT This

endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

NAME AND ADDRESS OF PERSON(S)/ ORGANIZATION(S)

PER ATTACHED CERTIFICATE

NUMBER OF DAYS NOTICE: 30

All other terms and conditions of this policy remain unchanged.

WC 99 06 33
(Ed. 05-10)