

CONSULTANT AGREEMENT CITY OF SANTA ANA

THIS AGREEMENT is made and entered into on this 7th 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. COMPENSATION

- 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 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 \$1,500,000.00 during the term of this Agreement, including any extension periods as set forth in Section 3, below.

- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on March 7, 2023 for a three (3) year term and end on March 6, 2026, with the option for the City to grant up to two (2), 1-year extensions, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

4. 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.

5. 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 subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor 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.

6. INSURANCE

- 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.

c. 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.

7. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, 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, its subcontractors, agents, employees, or other persons acting on its 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 out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States'

letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

9. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

10. 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.

11. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

12. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this

Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, 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 is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

16. 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.

17. 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.

18. 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.

19. 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

With courtesy copies to:

Nabil Saba
Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, California 92702

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 time frames, weekends, federal, state, County or City holidays shall be excluded.

20. 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

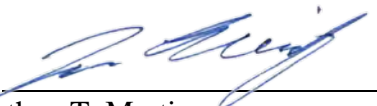
Jennifer L. Hall
Clerk of the Council

Kristine Ridge
City Manager

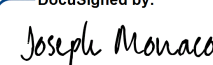
APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:

By: 

Jonathan T. Martinez
Assistant City Attorney

DocuSigned by:


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Joseph Monaco
President & CEO of 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. City shall retain ten percent (10%) of the invoice amount from each payment until completed Project has been accepted by the City.

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
	<p>University of Connecticut BA, Anthropology University of California, Riverside, Extension Certificate in Educational Facilities Planning American Institute of Certified Planners (AICP)</p>	<p>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.</p> <p>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.</p>
<p>Natalie Smith, <i>Environmental Task Leader</i> <i>Availability: 60%</i></p>	<p>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</p>	<p>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.</p>
<p>Alex Hardy, <i>Environmental Task Leader</i> <i>Availability: 40%</i></p>	<p>San Francisco State University MA, History (Environmental and Urban History emphasis)</p>	<p>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</p>

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
		<p>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.</p>
<p>Phuong Nguyen, PE, <i>Traffic Consultant</i> <i>Availability: 35%</i></p>	<p>San Diego State University BS, Civil Engineering</p>	<p>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.</p>
<p>Jessica Padilla Bowen, <i>Outreach</i> <i>Availability: 25%</i></p>	<p>San Diego State University, San Diego Master of Public Administration Occidental College, Los Angeles BA, Theater & Economics</p>	<p>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.</p>

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.

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.