

SERVICE AGREEMENT CITY OF FRESNO, CALIFORNIA

THIS AGREEMENT (Agreement) is made and entered into, effective on _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and Dudek, A California corporation. (Service Provider).

RECITALS

WHEREAS, City desires to obtain California Environmental Quality Act (CEQA) professional services for Planning and Development on call CEQA projects (Project); and

WHEREAS, the City has established a pre-qualified list of consultants (Service Provider) for development project applicants (Developer) to choose from; and

WHEREAS, Service Provider is engaged in the business of furnishing such services as a CEQA environmental professional consultant and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, Service Provider shall not be compensated by the City, instead the Developer for the Project shall be solely responsible for compensation by the Project's developer; and

WHEREAS, Service Provider acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107; and

WHEREAS, this Agreement will be administered for City by its Planning Development Director (Administrator) or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. Service Provider shall perform to the satisfaction of City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through October 30, 2028, with the option of two additional one-year extensions, subject to any earlier termination in accordance with this Agreement. The services of Service Provider as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
3. Compensation.
 - (a) Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement and shall not

exceed \$2,000,000 paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**. Such fee includes all expenses incurred by Service Provider in performance of the services and are not for appropriations.

- (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business. City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expenses.
- (c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to Service Provider's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. Service Provider shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of City to Service Provider upon the earlier of : (i) Service Provider's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Service Provider; (ii) seven calendar days' prior written notice with or without cause by City to Service Provider; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
- (b) Immediately upon any termination or expiration of this Agreement, Service Provider shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to City any and all unearned payments and all properties and materials in the possession of Service Provider that are owned by City. Subject to the terms of this Agreement, Service Provider shall be paid compensation for services satisfactorily performed prior to the effective date of termination. Service Provider shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of Service Provider to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Service Provider, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

- (d) Upon any breach of this Agreement by Service Provider, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.
- (e) Service Provider shall provide City with adequate written assurances of future performance, upon Administrator's request, in the event Service Provider fails to comply with any terms or conditions of this Agreement.
- (f) Service Provider shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Service Provider and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Service Provider shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

- (a) Any reports, information, or other data prepared or assembled by Service Provider pursuant to this Agreement shall not be made available to any individual or organization by Service Provider without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, Service Provider shall not, without the prior written consent of City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in City.
- (b) Any and all writings and documents prepared or provided by Service Provider pursuant to this Agreement are the property of City at the time of preparation and shall be turned over to City upon expiration or termination of the Agreement. Service Provider shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
- (c) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 5.

(d) This Section 5 shall survive expiration or termination of this Agreement.

6. Level of Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as Service Provider represents to City that Service Provider and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said industry necessary to perform the services agreed to be done by it under this Agreement, City relies upon the skill of Service Provider and its subcontractors, if any, to do and perform such services in a skillful manner and Service Provider agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by City shall not operate as a release of Service Provider or any subcontractors from said industry and professional standards.
7. Indemnification. To the furthest extent allowed by law, Service Provider shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Service Provider or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Service Provider's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents, or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents, or volunteers.

If Service Provider should subcontract all or any portion of the work to be performed under this Agreement, Service Provider shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.
 - (a) Throughout the life of this Agreement, the Service Provider shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in **Exhibit B** shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the

minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

- (b) If at any time during the life of the Agreement or any extension, the Service Provider or any of its subcontractors/sub-Service Providers fail to maintain any required insurance, all services and work under this Agreement shall be discontinued immediately, and all payments due, or that become due, to the Service Provider shall be withheld until insurance is in compliance with the requirements. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Service Provider of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.
- (c) The fact that insurance is obtained by the Service Provider shall not be deemed to release or diminish the liability of the Service Provider, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Service Provider, its principals, officers, agents, employees, persons under the supervision of the Service Provider, vendors, suppliers, invitees, Service Providers, sub-Service Providers, subcontractors, or anyone employed directly or indirectly by any of them.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to City's execution of this Agreement, Service Provider shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in Exhibit C. During the term of this Agreement, Service Provider shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Service Provider in such statement.
- (b) Service Provider shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Service Provider shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Service Provider and the respective subcontractor(s) are in full compliance with all laws and regulations. Service

Provider shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Service Provider shall immediately notify City of these facts in writing.

- (c) Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.
 - (d) In performing the work or services to be provided hereunder, Service Provider shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
 - (e) Service Provider represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
 - (f) Service Provider and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Service Provider shall remain responsible for complying with Section 9(a), above.
 - (g) If Service Provider should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Service Provider shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
 - (h) This Section 9 shall survive expiration or termination of this Agreement.
10. Recycling Program. In the event Service Provider maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Service Provider at its sole cost and expense shall:

- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (b) Immediately contact City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (c) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.

11. General Terms.

- (a) Except as otherwise provided by law, all notices expressly required of City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
- (b) Records of Service Provider's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Service Provider pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to City until such action is resolved, or until the end of said time period whichever shall later occur. If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.
- (c) Prior to execution of this Agreement by City, Service Provider shall have provided evidence to City that Service Provider is licensed to perform the services called for by this Agreement (or that no license is required). If Service Provider should subcontract all or any portion of the work or services to be performed under this Agreement, Service Provider shall require each subcontractor to provide evidence to City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, Service Provider shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,

medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Service Provider agrees as follows:

- (a) Service Provider will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
- (b) Service Provider will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Service Provider shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Service Provider's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (c) Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of Service Provider in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- (d) Service Provider will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of Service Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, Service Provider is acting solely as an independent contractor. Neither Service Provider, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of City for any purpose. City shall have no right to control or supervise or direct the manner or method by which Service Provider shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that Service Provider is performing its obligations in accordance with the terms and conditions thereof.
- (b) This Agreement does not evidence a partnership or joint venture between Service Provider and City. Service Provider shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Service Provider shall bear its own costs and expenses in pursuit thereof.
- (c) Because of its status as an independent contractor, Service Provider and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. Service Provider shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Service Provider shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Service Provider's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Service Provider may be providing services to others unrelated to City or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.
16. Assignment.
 - (a) This Agreement is personal to Service Provider and there shall be no assignment by Service Provider of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by Service Provider, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
 - (b) Service Provider hereby agrees not to assign the payment of any monies due Service Provider from City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due Service Provider directly to Service Provider.
17. Compliance With Law. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.
22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be

resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. No Third Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Service Provider.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

By: _____
Georgeanne A. White Date
City Manager

APPROVED AS TO FORM:

ANDREW JANZ

City Attorney

By: _____
Kristi Costa 10/8/2025
Kristi Costa Date
Supervising Deputy City Attorney

ATTEST:

TODD STERMER, CMC

City Clerk

By: _____
Deputy Date

Addresses:

CITY:

City of Fresno

Attention: David Densley

Projects Administrator

2600 Fresno Street, 3rd Floor

Fresno, CA 93721

Phone: (559) 621-8473

E-mail: David.Densley@fresno.gov

Dudek A California corporation

Signed by:
By: Joseph Monaco 10/7/2025
61A12CB5F28F42F...

Name: Joseph Monaco

Title: CEO

(If corporation or LLC., Board Chair,
President or Vice Pres.)

Signed by:
By: Amy Paul 10/7/2025
3944560277C3450...

Name: Amy Paul

Title: Secretary

(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

REVIEWED BY:

SERVICE PROVIDER:

Dudek

Attention: Will McLaughlin

Proposal Marketer

605 Third Street

Encinitas, CA, 92024

Phone: 703-987-6966

E-mail: wmclaughlin@dudek.com

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form
4. Exhibit D – Standards of Performance

EXHIBIT A

SCOPE OF SERVICES

**Service Agreement between City of Fresno
and Dudek**

ON-CALL ENVIRONMENTAL SERVICES PURSUANT TO CEQA

See attached.

Schedule of Fees:

See attached.

EXHIBIT B

INSURANCE REQUIREMENTS Service Agreement between City of Fresno (City) and Dudek (Service Provider)

ON-CALL ENVIRONMENTAL SERVICES PURSUANT TO CEQA

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant’s profession.

MINIMUM LIMITS OF INSURANCE

The Consultant, or any party the Consultant subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS’ COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. EMPLOYER'S LIABILITY:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. PROFESSIONAL LIABILITY (Errors and Omissions):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event the Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

The Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and the Consultant shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. Consultant shall establish additional insured status for the City under the General Liability policy for all ongoing and completed operations by use of endorsements providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85 or CG 20 10 04 13.
2. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. Consultant's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The Consultant shall establish primary and non-contributory status on the General Liability policy by use of ISO Form CG 20 01 04 13, or by an executed endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.
4. All policies of insurance shall contain, or be endorsed to contain, the following provision: the Consultant and its insurer shall waive any right of subrogation against the City, its officers, officials, employees, agents, and volunteers.

5. All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar days written notice by certified mail, return receipt requested, has been given to the City. The Consultant is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent, of a notice of cancellation, non-renewal, or reduction in coverage or in limits, the Consultant shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, the Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

6. Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

7. The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

CLAIMS-MADE POLICIES

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by the Consultant.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five-year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by the Consultant, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to the City for review.

5. These requirements shall survive expiration or termination of the Agreement.

VERIFICATION OF COVERAGE

the Consultant shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are

to be received and approved by the City's Risk Manager or designee prior to City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of City, the Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

SUBCONTRACTORS

If the Consultant subcontracts any or all of the services to be performed under this Agreement, the Consultant shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by City Risk Manager or designee. If no side agreement is required, the Consultant shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and the Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with the Consultant, and City, prior to commencement of any work by the subcontractor.

EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST
ON-CALL ENVIRONMENTAL SERVICES PURSUANT TO CEQA

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☒
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☒
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	☐	☒
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	☐	☒
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☒
* If the answer to any question is yes, please explain in full below.			

Explanation: This form is completed to the best
of our knowledge

☐ Additional page(s) attached.

Signed by: Joseph Monaco
61A12CB5F28F42F...
Signature
10/7/2025
Date
Joseph Monaco
Name
Joseph Monaco
Company
Dudek
Address
687 S Coast Highway
City, State, Zip

EXHIBIT D

Service Agreement between City of Fresno and Dudek ON-CALL CEQA SERVICES - STANDARDS OF PERFORMANCE

This exhibit outlines the general expectations for participation in the On-Call CEQA list for the Planning and Development Department.

City Direction and Consultation

All work performed will be done under the general direction of the City's Planning and Development Department, including Assistant Directors, Planning Managers, and other assigned staff. The Consultant shall not alter any project documents, including reports and environmental studies, without written approval from the City. Any necessary changes will be communicated through official channels (e.g., email).

Subcontractor Management

If subcontractors are required, City staff must be notified and approve in writing. The Developer is not authorized to contract directly with any subcontractors under this agreement. Furthermore, any subcontractors engaged by your firm must adhere to the confidentiality and ownership requirements outlined within this agreement.

Communication Protocol

The City retains final authority over the scope of work and environmental documentation, as advised by the City Attorney's Office. Consultants may communicate directly with the project sponsor as necessary strictly for the purpose of contract negotiation and management. Through the Department's CEQA coordinator, consultants may communicate with the project sponsor for the purpose of preparing the project description/draft Scope of Work and formulating mitigation measures and alternatives. Communication regarding project details or public presentations will include the CEQA coordinator.

Confidential Information and Ownership

All materials, documents, and data generated under this agreement are considered confidential and remain the property of the City. Consultants may not share these materials with third parties without prior written consent from the City. This includes all proprietary information, including materials and communications disclosed or submitted during the course of work. Consultants must provide all deliverables to the Department only, and only the Department can distribute copies of the work product to a project sponsor.

Standards of Performance

The City reserves the right to take appropriate action in cases of non-performance. Failure to meet the standards of performance may warrant your firm's removal from the On-Call list. Examples of non-performance include, but are not limited to:

1. Consistency and Accuracy of Project Descriptions- Documents must have a consistent project description across all sections, technical reports, and/or studies.
2. Determination of Appropriate Level of CEQA Documentation- City of Fresno planning staff shall determine the appropriate CEQA clearance document for all projects. This includes a determination of whether an action is discretionary/subject to CEQA, review of project's applicability for exemption, and/or preparation of an Initial Study or EIR.
3. Substantive Errors and Incomplete Analysis- Documents containing substantive errors, incomprehensible, or conclusory analyses, or those below City standards are unacceptable.
4. Missing Technical Reports or Studies- Sections submitted without the required technical reports/studies will not be accepted.
5. Report Organization- The information within the environmental documents, including Environmental Impact Reports, shall be submitted in a logical and orderly manner. The information must be presented in a commonly accepted format that is readily understood by both the public and public agencies.
6. Failure to Address Staff Comments in Resubmissions- When resubmitting documents, consultants must respond fully to all staff and City Attorney Office comments.
7. Failure to Meet Agreed Timelines, Activities, or Deliverables- Exceeding or deviating from the agreed-upon activities, timelines, or deliverables outlined in the project's scope of work without prior approval is unacceptable.
8. Legal Defensibility of Environmental Documents- Environmental documents must be legally defensible, as determined by the City Attorney's Office. Failure to produce legally sound documents may result in removal from the on-call list.
9. Inadequate Analysis- Reports should not simply cut and paste content from technical reports without providing meaningful analysis, interpretation, and logical flow.
10. Failure to Coordinate with Relevant Agencies- Consultants must follow up with and coordinate with City staff and relevant public agencies when clarification is needed for environmental reviews.
11. Inadequate Consistency Analysis- A response to a consistency analysis must include comprehensive discussions, providing a clear rationale for why a project would or would not conflict with policies. Simply restating the project description is insufficient.

12. Insufficient Detail on Regulatory Compliance- Documents should not merely restate regulatory measures without adding meaningful clarification or details regarding regulatory compliance.
13. Objectivity in Consultant Prepared Materials- Consultants shall remain neutral and provide only objective, unbiased materials and services to the Department.
14. Failure to Follow State CEQA Guidelines- Failure to comply with State CEQA Guidelines and State CEQA clearinghouse requirements for the requested service will be considered a violation of performance standards.
15. Timely Communication- Consultants shall respond to requests from the City within ten (10) business days. Failure to respond within (10) business days may lead to removal from the On-Call list. Similarly, the City will respond to inquiries and provide reviews within ten (10) business days, unless otherwise communicated.



Cover Letter

November 29, 2024

Nadia Salinas
City of Fresno
Planning and Development Department
2600 Fresno Street, 3rd Floor
Fresno, California 93721

Subject: On-Call Environmental Services Pursuant to CEQA

Dear Nadia Salinas:

Thank you for the opportunity to present this statement of qualifications to provide environmental review consultant services in compliance with the California Environmental Quality Act (CEQA) for the City of Fresno (City). Selection of the Dudek team to provide as-needed services ensures that City staff will be well supported in completing environmental reviews of projects in the City. Our locally based team has extensive experience providing CEQA document preparation and third-party reviews for municipal and private development projects. We are experienced in solving the City's complex environmental protection and regulatory issues. The Dudek team offers the following benefits to the City:

Full Suite of Support Services. The Dudek team offers a comprehensive suite of critical support services for completing the CEQA process. Our geographic information system (GIS) and graphics specialists provide accurate, precise mapping and engaging storytelling. We have successfully worked with the City on projects and programs, including the ongoing SAP. We also have technical editors and publication specialists who routinely produce Americans with Disabilities Act/Section 508-compliant documents; submit materials to the California Governors Office of Land Use and Climate Innovation (formerly Governor's Office of Planning and Research) for noticing, filing, and public review; and perform quality assurance/quality control to ensure consistency, clarity, readability, accuracy, and availability of references. Additionally, we have partnered with Excel Interpreting & Translating, which offers precise translations into multiple languages, including Spanish and Tagalog, to provide complete translation services for public engagement.

On-Call Experience to Expedite Task-Order Responsiveness. Dudek currently services numerous as-needed contracts within the state of California, including agreements with the Department of Water Resources, and several cities like West Sacramento, San Diego, Concord, Santa Cruz, and the County of San Diego. We have the staff capacity to handle small to large projects, including exemptions, initial studies/mitigated negative declarations, amendments, environmental impact reports, and associated permitting, managing multiple efforts simultaneously. With extensive experience serving public agencies, Dudek CEQA specialists understand that the City's processes and busy schedules, ensuring efficiency in completing CEQA reviews.

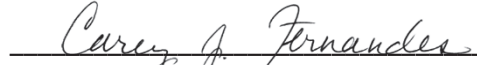
A Distinctively Qualified Project Management Team. The project management team, including Project Manager Carey Fernandes, and Deputy Project Manager Chelsea Ohanesian, has extensive experience preparing CEQA documents that allow the development of projects throughout the City to proceed efficiently. This intimate understanding and knowledge of CEQA will allow our team to begin work on day one as an environmental consultant for the City and its applicants.

A Diverse Team of Technical Experts with Experience in Each Aspect of the Services Requested. The Dudek team includes a deep bench of credentialed environmental, engineering, and hydrogeology personnel with local knowledge and experience. Our technical experts understand the unique nature of the issues within the City. They are experienced in the full scope of the environmental technical areas, including visual resources, air quality/greenhouse gas emissions, biological resources, cultural/tribal cultural resources, noise, and transportation.

A Familiarity with and a Proven History in Fresno County. As a firm, Dudek has supported cities within Fresno County and neighboring counties on various complex and high-profile environmental projects for the past 10 years. Recent projects that Dudek staff members have worked on include the Yokohl Ranch Project, the Chandler Grove Master Plan and Annexation Environmental Impact Report, and High-Speed Rail Compliance. Furthermore, proposed Dudek staff members have additional individual experience with Fresno and Central Valley projects, such as La Paloma Winery Clovis Crossing Shopping Center; Gettysburg and Burgan Subdivision; Red Carpet Ride and Shine; Tracts 5961, 5970, and Shaw/Highland; Travers Creek Bridge Replacement; Cargill Meat Solutions; Fifth Standard Solar Complex; Friant-Kern Canal Middle Reach Capacity Correction; and Campus Pointe. We will leverage lessons learned from these projects to prepare CEQA documents and support technical studies for the City.

Thank you for the opportunity to submit our qualifications to the City. If you have any questions about our qualifications, please contact Project Manager Carey Fernandes at 760.479.4299 or cfernandes@dudek.com

Sincerely,


Joseph Monaco
President/CEO
Carey Fernandes
Project Manager

Joseph Monaco is authorized to sign on behalf of Dudek.

Firm/Team Overview

Company Profile

Dudek is a California-based, employee-owned engineering and environmental firm with over 900 employees nationwide and 600 staff in Southern California. For over 40 years, Dudek has supported agencies, cities, and private clients with planning, design, permitting, construction management, and compliance. With 16 specialty divisions, Dudek offers a client-focused structure, empowering dedicated project managers to meet project goals and address California public agency challenges, including budgets, regulations, and workload variability.

Dudek Team Qualifications Overview

Dudek offers one of California's most experienced teams to prepare documents for the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Our environmental planners have completed over 3,400 documents for diverse development, restoration, and conservation projects across the United States. We deliver legally defensible, evidence-based documents that have not been successfully challenged in court. Through thorough analysis and technical precision, we streamline environmental review processes to ensure compliance and efficiency. Our planners collaborate with in-house editors and graphic designers to produce well-organized, accessible documents tailored for public agencies, interested parties, and decision makers. Dudek understands the challenges public agencies face, balancing complex regulations, limited budgets, and evolving workloads, and we provide specialized expertise to support successful project delivery. Below are the services we provide:

Qualifications

Air Quality and Greenhouse Gas Emissions

The Dudek team of 12 full-time air quality technical specialists has prepared air quality and greenhouse gas emissions impact analyses for the construction and operation of various projects throughout California, including residential and commercial developments. Our team also prepares technically accurate health risk assessments and energy analyses. Dudek has expertise with industry-standard emissions estimators and dispersion models and develops tailored approaches per project specifics and applicable analysis frameworks.

Biological Resources

Our team of more than 50 biologists regularly consults with the U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, California Department of Fish and Wildlife, 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.

Regulatory Permitting and Coordination

We prepare comprehensive and easily accessible submittals based on our knowledge of the applicable regulations and our specific experience with the standards and processes of each agency and its local staff. Our job is to know what information needs to be provided, verify that the information is complete and accessible, and foresee potential issues so we can help project owners prepare for potentialities.

Qualifications

Cultural Resources

We direct and execute all phases of cultural resources investigations, including surveys, significance determinations, and data recovery mitigation programs. Our capabilities include CEQA and Section 106 of the National Historic Preservation Act documentation, 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, Native American consultation, and more.

Built Environment/Historic Resources

We specialize in treatment and significance evaluations for historic-era buildings and structures in consideration of the National Register of Historic Places, California Register of Historical Resources, and local-level evaluation criteria and integrity requirements. Our team of nine full-time architectural historians meet the Secretary of the Interior's Professional Qualification Standards for History and Architectural History. We have extensive experience in assessing impacts to significant historical resources for projects that fall under CEQA and Sections 106 and 110 of the National Historic Preservation Act.

Paleontological Resources

Our team includes five full-time paleontologists and numerous as-needed paleontological technicians and experts. We provide all necessary paleontological services, including preconstruction surveys, paleontological records searches, standalone paleontology reporting and CEQA document preparation, preparation of paleontological mitigation plans, construction monitoring, fossil identification and significance determinations, sediment screening for microfossils, all aspects of fossil lab work and curation, and accessioning fossils into local museums.

Noise and Vibration Studies

We guide public agencies through assessment of project noise control and sound abatement needs. Our noise experts conduct baseline field noise level surveys, perform predictive analyses with three-dimensional sound propagation models, determine impact evaluation criteria for noisy construction and operational equipment during project planning, and support design of effective mitigation strategies. We assess construction-related noise and vibration, including off-site traffic-generated noise, as well as long-term operational analyses of projects upon occupancy.

Traffic and Transportation

We provide technical transportation planning and engineering, traffic impact assessment (Vehicle Miles Traveled and Level of Service), engineering design, and CEQA expertise. We quantify project effects using the current methodologies and criteria for project-specific transportation issues. We use advanced analysis and design software, such as Synchro/SimTraffic, PTV Vistro and Vissim, SIDRA (roundabouts), Highway Capacity Software, AutoCAD, and AutoTurn.

Hazards and Hazardous Materials

We conduct Environmental Site Assessments (ESAs) and remediation to evaluate and mitigate environmental/hazardous waste liabilities associated with project sites. Our experts have prepared thousands of Phase I and II ESAs for a wide range of project types: agricultural, industrial, residential, commercial, oil fields, schools, renewable energy facilities, transportation rights-of-way, recreational, and open space. We have designed, permitted, and implemented many types of remediation, including dig-and-haul, in-situ chemical oxidation, soil vapor extraction, and pump-and-treat.

Qualifications

Hydrogeology and Water Quality

We perform hydrologic, hydraulic, and water quality analysis to support a broad range of permitting efforts, including Clean Water Act 401/402/404 permits and California Department of Fish and Wildlife 1600 permits, as well as environmental impact reports and CEQA-related documents. We are familiar with water quality standards/ regulations and the ways in which they may affect the construction and operational phases of industrial facilities and linear projects.

Water Supply Assessments and Utility/Sewer Studies

We estimate increases in water supply demand, wastewater generation, solid waste generation, and public service demands to evaluate potential impacts to public services and utilities. Using available projection factors, infrastructure master plan documents, urban water management plans, and other existing documentation, we conduct assessments for municipalities across California.

Wildfire Protection Planning

Our foresters and fire protection planners are well-versed in California's natural landscape fire ecology. We specialize in evaluating each project site's unique fire environment; we then use that information to plan for and mitigate against worst-case fire conditions. We have completed hundreds of fire protection plans and obtained approvals in numerous jurisdictions across Southern California.

GIS

Our experts bring various skills related to data management, cartography, analysis, modeling, enterprise database and application development, and mobile field data collection. We have provided geographic information system (GIS) and technological services for more than 30 years and complete an average of 5,000 GIS analytical tasks annually.

Publications Services

The Dudek Publications team specializes in complete document solutions, helping clients manage complex technical publications under tight deadlines. Prioritizing quality control and on-time delivery, the publications team edits, formats, produces, and delivers between 3,000 and 4,000 documents each year.

Planning and Urban Design

The Dudek Planning and Urban Design team has extensive experience preparing neighborhood visions, Specific Plans, corridor plans, and other comprehensive plans for municipalities throughout California. In-house planners and designers provide many services that help public- and private-sector clients create compelling places. We strive to establish enduring relationships between people and their environment and develop a sense of belonging while respecting cultural, environmental, and economic constraints.

TEAM ORGANIZATION

Figure 1 outlines the proposed lines of communication for this contract, followed by biographical summaries that outline the qualifications and capabilities of our key team members.

Figure 1. Organization Chart



MANAGEMENT TEAM

Contract Manager
Carey Fernandes

Deputy Contract Manager
Chelsea Ohanesian

TECHNICAL TEAM

Biological Resources

Russell Sweet

Cultural Resources

Adam Giacinto, RPA

Geology, Water Quality, and Drainage

Perry Russell, PG, CEG

Hazards

Glenna McMahon, PE, CEM

Land Use

Cindi Hoover

Noise

Mark Storm, INCE Bd. Cert.

Transportation

Lisa Valdez

Public Services and Utilities

Clarisa Olaguez

MANAGING MULTIPLE PROJECTS

The Dudek team is ready to support upcoming City of Fresno (City) projects with a diverse staff, many with over 20 years' experience. Our qualified team can accommodate tight schedules and provide CEQA documentation and studies on limited notice. Beyond key staff, we have specialized personnel across several states available as needed. With over 550 planners and environmental experts, including 50 CEQA/NEPA practitioners, we provide local experience, strategic advice, and technical expertise. Our team is fully committed and prepared to promptly handle any new task order. Dudek maintains strong agency relationships through our impressive list of on-call contracts (**Figure 2**) by providing responsive, quality services and deliverables.

Figure 2. On-Call Experience

ADDITIONAL ON-CALL EXPERIENCE		
Dudek prides itself on successful performance under on-call environmental services contracts. We have worked for the following Southern California public agencies in an on-call capacity over the past decade:		
- California Department of Fish and Wildlife - California Department of General Services - California State University, Long Beach - City of Anaheim - City of Carlsbad - City of Chula Vista - City of Del Mar - City of Fontana - City of Indian Wells - City of Irvine - City of La Mesa - City of Los Angeles Harbor Department - City of Mission Viejo - City of Oceanside - City of Palo Alto - City of Rancho Santa Margarita - City of Riverside	- City of Riverside – Public Utilities Department - City of San Clemente - City of San Diego - City of San Marcos - City of Yucaipa - County of Orange - County of San Bernardino - County of San Diego - Eastern Municipal Water District - Helix Water District - Imperial Irrigation District - Irvine Ranch Water District - Kern County Waste Management - March Joint Powers Authority - Metropolitan Water District of Southern California	- North County Transit District - Port of Los Angeles - Riverside County Flood Control and Water Conservation District - San Bernardino County Transportation Authority - San Diego Association of Governments - San Diego Unified Port District - San Diego Unified School District - Sanitation Districts of Los Angeles County - Santa Fe Irrigation District - Santa Margarita Water District - Southern California Edison - Temescal Valley Water District

References and Relevant Projects

Table 1 presents a list of professional references who can attest to the exceptional quality of our work.

Table 1. Dudek Staff and Their Roles and Responsibilities

Client	Reference	Description
City of Fresno – Climate Adaptation and Environmental Justice Element	Dalton Bennett, daltonbennett@fresno.gov ; 559.621.8039	Dudek provided technical analysis, facilitated a review of all relevant existing planning documents, designed public engagement, and created implementation pathways.
Toor Capital, LLC - Chandler Grove Annexation Project EIR	Arunjoat Toor, arun.toor@toorcapital.com ;	Dudek provided environmental services for the Chandler Grove Annexation project, including an EIR and various associated technical studies.
Municipal Waterways Maintenance Plan and EIR	Christine Rothman, crothman@sandiego.gov ; 619.527.3470	Dudek successfully developed and obtained comprehensive regulatory approval of the municipal waterways maintenance plan.

Work Samples

Municipal Waterways Maintenance Plan and EIR

Dudek successfully developed and obtained comprehensive regulatory approval of the municipal waterways maintenance plan (MWMP), allowing proactive and streamlined stormwater facility maintenance and repair throughout the City of San Diego (City). The MWMP details planned maintenance activities, specific facility maintenance locations, biological compensatory mitigation sites, and agency permitting procedures, and includes site-specific facility maintenance plans (FMPs) and/or technical summaries for stormwater conveyance channels, ditches, structures, and basins throughout eight watersheds.

To develop the environmental impact report (EIR) and support regulatory permits, Dudek provided technical studies, including in the areas of hydrology and hydraulics, biology, cultural/tribal, historic, paleontological, aesthetic/visual, air quality, greenhouse gas, noise, solid waste, hazards/hazardous materials, and water quality. Dudek also supported the City's strategic outreach communications, including workshops with elected officials, regulatory agencies, and non-governmental organizations.

Dudek also assisted the City in successfully securing City-wide, programmatic regulatory permits, including a unanimously approved coastal development permit, Clean Water Act Section 404 regional general permit and Section 401 water quality certification, Lake and Streambed Alteration Agreement, and programmatic Section 7 Endangered Species coverage. The EIR and local, state, and federal permit authorizations allow for a broad base of approvals that provide flexibility to efficiently accommodate the unpredictable and varied nature for stormwater maintenance and repair.

Northside Specific Plan EIR

Dudek prepared the baseline technical studies and Programmatic Draft EIR for the 2,000-acre Northside Specific Plan Project, a large specific plan area that includes approximately 8,700 dwelling units, 4 million square feet of commercial/office uses, 1.8 million square feet of businesspark, a Spanish Town Heritage Village, and 232 acres of park. This specific plan spanned across the San Bernardino and Riverside County line and included approximately 1,600 acres within the City of Riverside, 336 acres within the City of Colton, and 83 acres within the unincorporated County of Riverside.

This program-level document is intended to guide future development and redevelopment to meet land use, mobility, sustainability, social equity, and economic goals. Dudek worked with a comprehensive planning team to create a series of alternatives with the purpose of economic development and bringing community services to an underserved neighborhood. Dudek worked with City planners, community representatives, and the overall planning team to conduct public meetings, design charrettes, and constraints presentations to the community.

The plan included land use designation changes and circulation, mobility, and trail plans. The programmatic document included compliance measures, development standards, allowable uses, and a mitigation framework for future development with the intent to reduce the need for subsequent environmental documents. Issues addressed included air quality, traffic, recreation, utilities, land use, and historic/cultural resources. The report presented the results of a cultural resources records search and literature review and preliminary Native American coordination, including an inventory of identified historical resources within the plan area.

Dudek provided environmental services for the Chandler Grove Annexation project, including an EIR and various associated technical studies. The City of Tulare acted as the lead agency pursuant to CEQA. The project consisted of a mixed-use development located in Tulare County on a site that was located within unincorporated Tulare County and planned to be annexed to the City of Tulare as part of the project.

The proposed project site would include a school (6 acres), community center (0.80 acres), neighborhood commercial center (13 acres), two parks (totaling 32 acres), and housing (approximately 179 acres). Parks would act as natural areas, provide stormwater detention, and include trails for recreation. Trails throughout the site would connect to schools, parks, the community center, and the commercial center.

Chandler Grove Annexation Project EIR

Dudek provided environmental services for the Chandler Grove Annexation project, including an EIR and various associated technical studies. The City of Tulare acted as the lead agency pursuant to CEQA. The project consisted of a mixed-use development located in Tulare County on a site that was located within unincorporated Tulare County and planned to be annexed to the City of Tulare as part of the project.

The proposed project site would include a school (6 acres), community center (0.80 acres), neighborhood commercial center (13 acres), two parks (totaling 32 acres), and housing (approximately 179 acres). Parks would act as natural areas, provide stormwater detention, and include trails for recreation. Trails throughout the site would connect to schools, parks, the community center, and the commercial center.

Resumes of Key Personnel

