

MASTER ENABLING AGREEMENT CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) SERVICES Rev. 06/2023

For use on any CSU project.

This AGREEMENT is made and entered into this **eighteenth** day of **July 2023** pursuant to the Public Contract Code 10700, et seq., by and between the Trustees of the California State University on behalf of:

<i>Campus, hereafter referred to as Trustees, and</i> California State University	Amendment No.: N/A	Agreement No.: 22-653	Is agreement for Design Professional services: No (GP-8a)	Project No.: Systemwide MEA
<i>Service Provider, hereafter referred to as Service Provider.</i> Dudek	CSU Vendor ID No.: N/A	License Number: N/A		DIR No.: N/A

WITNESSETH: That the Service Provider in consideration of the statements and conditions herein contained, agrees to furnish labor, materials, and equipment and to perform work necessary to complete, in a skillful manner the following:

The Service Provider is to provide California Environmental Quality Act (CEQA) services for California State University (CSU) development projects. This Agreement is a Master Enabling Agreement under which each campus and administrative office of the California State University campus may engage the services of the Service Provider as provided herein. Campuses shall execute a Service Order & Authorization to Proceed to secure services under this Agreement. The Service Provider shall provide the required services necessary in accordance with the following Riders, which by this reference are incorporated herein and made part of this Agreement.



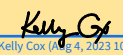
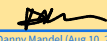
The Service Provider shall provide such services as more fully described in the following Rider and Exhibits, which by this reference are incorporated herein and made part of this Agreement:

- Rider A Agreement General Provisions, Service Provider, consisting of five (5) pages.
- Exhibit A Agreement Specific Provisions - Environmental Consulting Services, consisting of two (2) pages.
- Exhibit B Organizational Chart, consisting of one (1) page.
- Exhibit C Billing Rates, consisting of one (1) page.
- Exhibit D Sample Service Order & Authorization to Proceed, consisting of one (1) page.

The term shall begin upon receipt of an executed Agreement from the Trustees and shall end as of June 30, 2026, with the option given the Trustees of extending the Agreement with the same terms and conditions for two (2) additional two (2) year periods. Work elements started during the term shall continue to their completion and acceptance by the Trustees.

The Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the Trustees' Representative. The total amount to be expended under this Agreement shall be determined by the overall usage by each participating University and administrative office of the California State University. Service Provider shall report to Trustees' Representative, Universities, and the administrative offices.

The basic services amount to be expended under this Agreement shall be determined by the overall usage of each participating University and the administrative office of the California State University. Payment shall be made in accordance with Exhibit A and Exhibit C.

Trustees of the California State University							Service Provider						
Campus California State University							Firm Name Dudek						
By (Trustees' Authorized Signature)  <small>Paul Gannoe (Aug 3, 2023 20:07 PDT)</small>							By (Authorized Signature) 						
Printed Name and Title of Person Signing Paul Gannoe, Chief of Planning and Design							Printed Name and Title of Person Signing Joe Monaco, AICP						
Address of Campus Project Administrator Capital Planning, Design and Construction 401 Golden Shore, Long Beach, CA 90802							Address & Email Address of Service Provider 605 Third Street Encinitas, CA 92024 Jmonaco@dudek.com						
SCO Acct Data:	Fund	Sub Fund	Agency	Yr.	Ref/Item	Category	Program	Element	Component	Chapter	Fiscal Yr.	Legal Ref.	
											23-24		
Fund Name				PS Account		PS Fund	PS Dept. ID	PS Program	PS Class	PS Project/Grant			
Amount Encumbered \$0.00		<i>I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.</i>											
Amount of Increase \$0.00		Signature of Accounting Officer  <small>Kelly Cox (Aug 4, 2023 10:21 PDT)</small>										Aug 4, 2023 Date	
Amount of Decrease \$0.00		<i>I hereby certify that I have examined the written Agreement and find the same to be in accordance with the requirements of California State University Contract Law. G. ANDREW JONES, General Counsel</i>											
Total Amount Encumbered \$0.00		By Attorney  <small>Danny Mandel (Aug 10, 2023 12:33 PDT)</small>										Aug 10, 2023 Date	

This Agreement may be executed in counterparts all of which taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement by electronic mail in "portable document format" (".PDF") form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.

Rider A - Agreement General Provisions, Service Provider

1. Service Provider Relationship. Service Provider, in the performance of this Agreement, is an independent contractor and is not an employee, agent, or officer of the Trustees.
2. Payments. Payments under this Agreement shall be made in arrears of work increment completed to the satisfaction of the Trustees and upon submission of an invoice in CSU invoice format. If not otherwise specified payments for services rendered will be processed monthly upon presentation of invoice.
3. Services. Trustees may issue a written order with respect to the services to be performed under this Agreement at any time before the completion of the services. Trustees shall pay Service Provider an amount for such services as provided in this Agreement, or if not so provided, Trustees shall pay Service Provider a reasonable amount, which shall be agreed upon by the parties.
4. Service Provider shall not utilize any information, not a matter of public record, which is received by reason of this Agreement, for pecuniary gain not contemplated by the terms of this Agreement, regardless of whether Service Provider is or is not under contract at the time such gain is realized (Education Code Section 89006).
5. Ownership. The report, survey, or other product developed by Service Provider pursuant to this Agreement is the property of Trustees and shall not be disseminated to others by Service Provider unless authorized by Trustees.
6. Termination for Convenience. Trustees may terminate this Agreement upon a three (3) business-day advance written notice to Service Provider. In the event of such termination, Service Provider shall be paid only for the work satisfactorily completed.
7. Termination for Cause. Trustees may terminate this Agreement for cause should Service Provider fail to perform as herein provided. In the event of such termination, Trustees shall be relieved of the obligation to make any payment to Service Provider and Trustees may proceed by other means with the work in any manner the Trustees deem proper.
8. Indemnification.
The Indemnification subsection below, next to the checked box, applies to this agreement, while the subsection next to the unchecked box does not apply to this agreement.
 - a. Provisions of item 8a shall apply if the agreement is with a Service Provider that does **not** qualify under the provisions of California Civil Code section 2782.8. The Service Provider agrees to hold harmless, defend, and indemnify the State of California, the Trustees of the California State University, the University, and the officers, employees representatives, and agents of each of them from any and all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, including, but not limited to, attorneys' fees and costs resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Service Provider, its officers, agents, and employees, in the performance of this Agreement. This provision shall survive the expiration or termination of this Agreement.
 - b. Provisions of item 8b shall apply if the agreement is with a Service Provider that does qualify under the provisions of California Civil Code section 2782.8 and the scope of work is for design professional services. The Service Provider agrees to hold harmless, defend, and indemnify the State of California, the Trustees of the California State University, the University, and the officers, employees representatives, and agents of each of them from any and all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, including, but not limited to, attorneys' fees and costs to the extent arising out of, pertaining to, or relating to the negligence,

recklessness, or willful misconduct on the part of the Service Provider, its officers, agents, and employees, in the performance of this Agreement. In no event shall the cost to defend charged to the Service Provider exceed the Service Provider's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Service Provider shall meet and confer with other parties regarding unpaid defense costs. Service Provider's liability is not limited to recoverable insurance. This provision shall survive the expiration or termination of this Agreement.

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

- 1) Any contract for design professional services per the provisions of California Civil Code section 2782.8, or amendment thereto, where a project-specific general liability policy ensures all project participants for general liability exposures on a primary basis and covers all design professionals for their legal liability arising out of their professional services on a primary basis.
- 2) A design professional per the provisions of California Civil Code Section 2782.8, that provides design professional service and is party to a written design-build joint venture agreement and not the primary holder of the Trustees and Design-Builder contract.

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

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

1) Comprehensive or Commercial Form General Liability Insurance:

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

\$2,000,000 General Aggregate

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

2) Business Automobile Liability Insurance:

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

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

3) Workers' Compensation Insurance:

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

4) Professional Liability Insurance:

Professional liability (errors and omissions) insurance on an occurrence basis is preferred, covering work done or to be done by or on behalf of the Service Provider and providing insurance for professional liability in the amount of \$1,000,000 each occurrence. The Service Provider shall obtain and maintain professional liability insurance on a claims-made basis for no less than \$1,000,000 each claim and

\$2,000,000 annual aggregate, and certification of coverage shall be submitted to the Trustees upon signing of this Agreement. If the total contract amount exceeds \$1,000,000 the Service Provider shall renew and keep such insurance in effect for at least ten (10) years after the recordation of the notice of completion.

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

- b. Insurers shall be authorized in the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than **A: VII** or alternatively a carrier acceptable to the Trustees.

Verification of coverage shall be provided as follows:

- 1) The Service Provider shall submit to the Trustees copies of certificates of insurance and endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage.
 - 2) The scope of coverage shall be shown on the certificate of insurance.
 - 3) The Service Provider shall provide written notice of cancellation of coverage within thirty (30) days to the Trustees.
 - 4) The Service Provider shall notify the Trustees in writing of any material change in insurance coverage.
 - 5) Renewal certifications shall be timely filed by the Service Provider for coverage until the work is accepted as complete.
 - 6) Trustees reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these provisions, at any time.
- c. Insurance policies except for Workers Compensation and Professional Liability insurance shall contain, or be endorsed to contain, the following provisions:
- 1) For the general policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.
 - 2) For claims related to the work, the Service Provider's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Service Provider's insurance and shall not contribute with it.
 - 3) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.
- d. Additional Insurance Provisions
- 1) Any deductible under any policy of insurance required in this section shall be the Service Provider's liability.
 - 2) Acceptance of certificates of insurance by the Trustees shall not limit the Service Provider's liability under the Agreement.

- 3) The Service Provider's obligations to obtain and maintain required insurance are non-delegable duties under this Agreement.
10. Personal Eligibility Certification. If the Service Provider is a natural person, the Service Provider certifies by signing this Agreement that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT. 2105, 2268-69), State of California Governor's Executive Order W-135-96.
 11. Corporate Eligibility Certification. If the Service Provider is a corporation, the Service Provider certifies and declares by signing this Agreement that it is eligible to contract with the State of California pursuant to the California Taxpayer and Shareholder Protection Act of 2003 (Public Contract Code Section 10286, *et seq.*).
 12. Nondiscrimination. In the performance of this Agreement the Service Provider and its consultants shall not deny the Agreement's benefits nor shall they discriminate unlawfully against any person on the basis of religion, color, ethnic group identification, sex, actual or perceived gender identity, age, physical or mental disability, medical condition, marital status, or age (over 40). Additionally, the Service Provider and its consultants shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination as well.
 - a. Service Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, *et seq.*), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0, *et seq.*), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5).
 - b. Service Provider shall permit access by representatives of the California Department of Fair Employment and Housing and the Trustees upon reasonable notice at times during normal business hours with at least 24 hours' notice, to its books, records, accounts, other sources of information, and its facilities as the Department or Trustees shall require ascertaining compliance with this Agreement.
 - c. Service Provider and its consultants/subcontractors shall give written notice of their obligations under this Agreement to labor organizations with which they have a collective bargaining or other agreement.
 - d. Service Provider shall include the nondiscrimination and compliance provisions of this Agreement in subcontracts to perform work under the Agreement (Government Code Sections 12990, 11135, *et seq.*, Title 2, California Code of Regulations, Section 11105)
 13. Drug Free Workplace Certification. The Service Provider hereby certifies compliance with Government Code Sections 8355, 8356, and 8357 in matters relating to providing a drug-free workplace. In accordance with Government Code Section 8355, the Service Provider shall:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace,
 - 2) The Service Provider's policy of maintaining a drug-free workplace,
 - 3) Any available counseling, rehabilitation, and employee assistance programs, and
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Require that each employee engaged in the performance of the Agreement be given a copy of the statement required by subpart 13.a, above, and require that each employee, as a condition of employment on the Agreement, agree to abide by the terms of the statement.

14. Disabled Veteran Business Enterprise. Responsive to direction from the State Legislature (Public Contract Code Section 10115, *et seq.*), the Trustees are seeking to increase the statewide participation of disabled veteran business enterprises in contract awards. To this end, Service Provider shall inform the Trustees of any contractual arrangements with consultants or suppliers that are certified disabled veteran business enterprises.
15. Assignment. Service Provider shall not assign benefits or delegate duties under this Agreement in whole or in part, nor assign any moneys due or to become due hereunder without the written consent of Trustees.
16. Successors. The provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the parties hereto.
17. Notice. Notice for either party may be served by delivering it in writing to the party, or by depositing it in a U.S. mail deposit box with postage fully prepaid addressed as shown within the information block of the Agreement page. Nothing herein shall preclude the giving of notice by personal service.
18. Audit. If the Agreement exceeds \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor of the State of California and the California State University Auditor for a period of three years after final payment under the Agreement. This examination and audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the cost of administering this Agreement (Government Code Section 8546.7).
19. DIR Registration. In accordance with Labor Code Section 1720, *et seq.*, the Service Provider shall register with the Department of Industrial Relations (DIR) for this project and pay at least the prevailing wages on services/work aspects where a prevailing wage applies. Such services and/or work aspects include, but are not limited to, the Service Provider or its sub-consultant's provision of geotechnical studies, potholing involving digging, site surveying and/or construction Inspector of Record services as defined by the DIR.
20. Agreement Changes. Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed and dated by the parties. Oral representations, understandings, or writings not expressly incorporated in the Agreement are void. Unless identified within Exhibit A, Scope of Work, under a separate sub-heading entitled 'Modifications to Agreement', it is the intent of the Trustees to use the standard published form of this Agreement and Rider A without modification. The Agreement and Rider A shall not be modified without review and concurrence by CSU Office of General Counsel.
21. Offshoring of CSU Contract Work. Service Provider warrants it certified under penalty of perjury in its bid for this Agreement that the Agreement, and any subcontract performed under the Agreement, will be performed solely with workers within the United States; and if this Agreement, and any subcontract performed under this Agreement, will not be performed solely with workers within the United States, Service Provider described in its bid any parts of the work to be performed by workers outside of the United States. Further, Service Provider warrants no work will be performed under the Agreement with workers outside the United States, except as described in Service Provider's bid. If Service Provider or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement, and Service Provider did not describe such work in its bid, Service Provider acknowledges and agrees that:
 - a. CSU may terminate the Agreement without further obligation for noncompliance, and
 - b. Service Provider will forfeit to CSU the amount CSU paid for the percentage of work that was performed with workers outside the United States and not described in Service Provider's bid.

End of Rider A

Exhibit A – Agreement-Specific Provisions – Environmental Consulting Services

1. Capability of Staff:

The Service Provider shall maintain a staff of competent professionals capable of providing California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and related environmental review services.

2. Authorization of Work:

Only the Trustees' Representatives (CSU Office of the Chancellor Capital Planning, Design and Construction [CPDC] staff, university staff) may authorize work under this Agreement. CPDC administers the Master Enabling Agreement. Individual universities may participate in this Agreement.

The University Project Administrator shall issue a Service Order Authorization to authorize assignment to an individual Service Provider under this Agreement. All work, extra services, and reimbursable expenses require pre-authorization. Hourly rates of the Service Provider are required and shall be attached. **Any proposed adjustments to the Service Provider's hourly rates or rate ranges appended to this Agreement require pre-approval by the Trustees.**

The Agreement identifies the period during which Service Order Authorizations may be issued under this Agreement. Once authorized, work shall be completed under this Agreement irrespective of the Agreement term unless otherwise terminated in writing by the Trustees.

3. Extra Services:

Extra services will require pre-authorization in writing by the Trustees and are authorized as a separate Service Order Authorization.

4. Reimbursable Expenses:

Unless otherwise stated in the Service Order, in addition to the fees for services, the Trustees will reimburse certain project-related expenditures. The Service Provider shall ensure that all expenses for which reimbursement is sought are compliant with official [CSU Travel and Business Expense Reimbursement Policy](#). As stated therein, all expenses must be directly related to official CSU business.

The following are not reimbursable: Shipping charges, incidental office supplies, letter postage, telephone calls, faxes and similar attendant expenses occurring in the course of providing CEQA, NEPA, and related environmental review services under this Agreement.

Claims for reimbursable expenses shall reflect actual expenditures, **without any markup**, incurred by the Service Provider, employees, or consultants working on the project and shall be documented by appropriate billing and supporting receipts.

Unless otherwise stated within an individual Service Order, reimbursable expenses may be paid as follows:

a) *Travel and Mileage:*

Travel expenses submitted by the Service Provider must be ordinary, reasonable, not extravagant, and necessary for the purpose of the trip. Expenses related to travel between the Service Provider's normal work location and a campus or other project site, including but not limited to airfare, personal vehicle mileage, FastTrak or other tolls, ride hail services, rental car, and public

transit, **when pre-authorized by the Trustee's Representative and/or CSU university representative and in compliance with official CSU [Travel and Business Expense Reimbursements](#) policy.** Eligible approved personal vehicle travel shall be reimbursed at the standard business reimbursement rate per mile as published annually by the Internal Revenue Service.

- b) *Reprographics as Deliverables:*
Reproductions of materials presented as deliverables to the Trustees or their delegates in the Office of the Chancellor, or university staff, are reimbursable.
- c) *Reprographics for Internal Preparation of Deliverables:*
Reproductions of materials for internal use by the Service Provider and Service Provider's subconsultants are not reimbursable.
- d) *Package Delivery/Courier Services:*
Express package deliveries (USPS, FedEx, UPS or similar carriers) and judicious use of courier services for design deliverable to university.

5. Work Reporting:

The Service Provider shall submit an annual report on August 1 of each year for work done during the previous fiscal year under this Agreement. The report shall include an Excel spreadsheet or Word table including but not necessarily limited to the following headings: university; project name; type of CEQA documentation; principal-in-charge and project manager names; project status; and service order value.

The report shall be sent to: Anne Collins-Doehne, Director, Land Use Planning and Environmental Review, Capital Planning, Design and Construction at The California State University, Office of the Chancellor, 401 Golden Shore, Long Beach, California 90802, acollins-doehne@calstate.edu.

End of Exhibit A

Exhibit B – Organizational Chart



Contract Manager
 Ann Sansevero, AICP*

PROJECT MANAGERS

Brian Grattidge*	Kirsten Burrowes*	Candice Magnus*
Caitlin Munson*	Catherine Wade, PhD*	Jennifer Sucha, AICP, LEED AP ND*

TECHNICAL TEAM

<p>Aesthetics Josh Saunders, AICP Paul Caligiuri</p> <p>Air Quality/Greenhouse Gas/Energy Jennifer Reed Adam Poll, LEED AP BD + C Matthew Morales</p> <p>Biological Resources Allie Sennett Matt Ricketts Callie Amoaku Tricia Wotipka</p>	<p>Cultural, Historic & Tribal Cultural Resources Katie Haley Micah Hale, PhD, RPA Monte Kim Adam Giacinto, RPA</p> <p>Geology and Soils Perry Russell, PG, CEG Michael Williams, PhD</p> <p>Hazards and Hazardous Materials Glenna McMahon, PE, CEM</p> <p>Hydrology and Water Quality Eric Schniewind</p>	<p>Noise and Vibration Jonathan Leech, AICP, PG, INCE</p> <p>Transportation Dennis Pascua Jason Pack, TE[†] Dan Rubins, PE[†] Rodney Brown, AICP, PTP[†]</p> <p>Utilities and Water Supply Matt Naftaly, PG, PH</p> <p>Wildfire & Urban Forestry Michael Huff, RCA</p>
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SUPPORT TEAM

<p>Editorial Steve Taffolla Hannah Wertheimer-Roberts</p> <p>Document Publications Felisa Pugay</p>	<p>Graphics Raoul Rañoa</p> <p>GIS Andrew Greis Kristen Zecher</p>	<p>SharePoint Site Setup and Management Chris Auger</p>
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*Key Project Team Members
 †Fehr & Peers

End of Exhibit B

Exhibit C – Billing Rates

DUDEK 2023 Standard Schedule of Charges

Environmental Services

Senior Project Director	\$300 - \$325/hr
Project Director	\$265 - \$280/hr
Senior Specialist V	\$250 - \$265/hr
Senior Specialist IV	\$235 - \$250/hr
Senior Specialist III	\$225 - \$235/hr
Senior Specialist II	\$210 - \$225/hr
Senior Specialist I	\$200 - \$210 /hr
Specialist V	\$185 - \$200/hr
Specialist IV	\$175 - \$185/hr
Specialist III	\$165 - \$175/hr
Specialist II	\$155 - \$165/hr
Specialist I	\$145 - \$155/hr
Analyst V	\$135 - \$145/hr
Analyst IV	\$125 - \$135/hr
Analyst III	\$115 - \$125/hr
Analyst II	\$105 - \$115/hr
Analyst I	\$95 - \$105/hr
Technician III	\$85 - \$95/hr
Technician II	\$75 - \$85/hr
Technician I	\$65 - \$75/hr

Engineering Services

Project Director	\$325 - \$345/hr
Principal Engineer III	\$290 - \$315/hr
Principal Engineer II	\$280 - \$290/hr
Principal Engineer I	\$270 - \$280/hr
Program Manager	\$260 - \$270/hr
Senior Project Manager	\$260 - \$270/hr
Project Manager	\$250 - \$260/hr
Senior Engineer III	\$245 - \$250/hr
Senior Engineer II	\$235 - \$245/hr
Senior Engineer I	\$225 - \$235/hr
Project Engineer IV/Technician IV	\$215 - \$225/hr
Project Engineer III/Technician III	\$205 - \$215/hr
Project Engineer II/Technician II	\$195 - \$205/hr
Project Engineer I/Technician I	\$175 - \$195/hr
Senior Designer II	\$195 - \$205/hr
Senior Designer I	\$190 - \$195/hr
Designer	\$180 - \$190/hr
Assistant Designer	\$175 - \$185/hr
CADD Operator III	\$170 - \$180/hr
CADD Operator II	\$160 - \$170/hr
CADD Operator I	\$145 - \$160/hr
CADD Drafter	\$130 - \$145/hr
CADD Technician	\$120 - \$130/hr
Project Coordinator	\$150 - \$160/hr
Engineering Assistant	\$125 - \$140/hr

Mapping and Surveying Services

Application Developer II	\$195 - \$205/hr
Application Developer I	\$155 - \$175/hr
GIS Analyst V	\$205 - \$215/hr
GIS Analyst IV	\$165 - \$185/hr
GIS Analyst III	\$145 - \$165/hr
GIS Analyst II	\$130 - \$145/hr
GIS Analyst I	\$115 - \$130/hr
UAS Pilot	\$115 - \$130/hr
Survey Lead	\$185 - \$200/hr
Survey Manager	\$145 - \$160/hr
Survey Crew Chief	\$120 - \$135/hr
Survey Rod Person	\$95 - \$115/hr
Survey Mapping Technician	\$95 - \$115/hr

Hydrogeology/HazWaste Services

Project Director	\$325 - \$345/hr
Principal Hydrogeologist/Engineer II	\$295 - \$325/hr
Principal Hydrogeologist/Engineer I	\$275 - \$295/hr
Senior Hydrogeologist V/Engineer V	\$260 - \$270/hr
Senior Hydrogeologist IV/Engineer IV	\$250 - \$260/hr
Senior Hydrogeologist III/Engineer III	\$240 - \$250/hr
Senior Hydrogeologist II/Engineer II	\$230 - \$240/hr
Senior Hydrogeologist I/Engineer I	\$220 - \$230/hr
Project Hydrogeologist V/Engineer V	\$205 - \$220/hr
Project Hydrogeologist IV/Engineer IV	\$195 - \$205/hr
Project Hydrogeologist III/Engineer III	\$185 - \$195/hr
Project Hydrogeologist II/Engineer II	\$175 - \$185/hr
Project Hydrogeologist I/Engineer I	\$165 - \$175/hr
Hydrogeologist/Engineering Assistant	\$130 - \$150/hr

Creative Services

Creative Services IV	\$165 - \$180/hr
Creative Services III	\$150 - \$165/hr
Creative Services II	\$135 - \$150/hr
Creative Services I	\$120 - \$135/hr

Publications Services

Technical Editor IV	\$165 - \$180/hr
Technical Editor III	\$150 - \$165/hr
Technical Editor II	\$135 - \$150/hr
Technical Editor I	\$120 - \$130/hr
Publications Specialist IV	\$125 - \$135/hr
Publications Specialist III	\$115 - \$125/hr
Publications Specialist II	\$105 - \$115/hr
Publications Specialist I	\$95 - \$105/hr
Clerical Administration	\$90 - \$100/hr

End of Exhibit C

Exhibit D – Sample Service Order & Authorization to Proceed

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

[Date]

To:

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

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

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

Service Provider shall report to:

[CSU Campus Name]
[Campus Department]
[Executive Facility Officer or designated campus Project Manager]
[Campus Address]
[Campus Project Manager's Phone Number]

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

Submit a single signed invoice per project with Agreement Number and Service Order & Authorization to Proceed Number to identify services. Direct invoices to the project manager named above. Questions regarding this authorization shall be directed to the above-named project manager.

Approved:

Fund Certified:

Executive Facilities Officer

Campus Accounting/Purchasing Agent

Attachment: Scope of Work, Schedule, and Fee

cc: Anne Collins-Doehne, Director, Land Use Planning and Environmental Review, CSU Office of the Chancellor

End of Exhibit D



CERTIFICATE OF LIABILITY INSURANCE

8/28/2023

DATE (MM/DD/YYYY)

5/31/2023

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C. No. Ext):		FAX (A/C. No):
	E-MAIL ADDRESS:		
INSURED 1475107 DUDEK 605 THIRD STREET ENCINITAS CA 92024	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Company		16535
	INSURER B : American Guarantee and Liab. Ins. Co.		26247
	INSURER C : Continental Casualty Company		20443
	INSURER D :		
	INSURER E :		
INSURER F :			

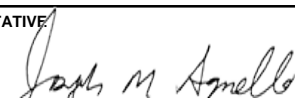
COVERAGES **CERTIFICATE NUMBER:** 19612327 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GLO0146311	8/28/2022	8/28/2023	EACH OCCURRENCE	\$ 1,000,000				
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000				
							MED EXP (Any one person)	\$ 10,000				
							PERSONAL & ADV INJURY	\$ 1,000,000				
							GENERAL AGGREGATE	\$ 2,000,000				
							PRODUCTS - COMP/OP AGG	\$ 2,000,000				
								\$				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP0146329	8/28/2022	8/28/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000				
							BODILY INJURY (Per person)	\$ XXXXXXXX				
							BODILY INJURY (Per accident)	\$ XXXXXXXX				
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX				
								\$ XXXXXXXX				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	AUC0146407	8/28/2022	8/28/2023	EACH OCCURRENCE	\$ 1,000,000				
							AGGREGATE	\$ 1,000,000				
								\$ XXXXXXXX				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <table style="float:right; margin-left: 20px;"> <tr> <td>Y/N</td> <td></td> </tr> <tr> <td>N/A</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	Y/N		N/A	<input checked="" type="checkbox"/>	N/A	Y	WC0146330	8/28/2022	8/28/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
Y/N												
N/A	<input checked="" type="checkbox"/>											
							E.L. EACH ACCIDENT	\$ 1,000,000				
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000				
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000				
C	PROFESSIONAL LIABILITY INCLUDES POLLUTION	N	N	EEH591932835 INCL POLL	8/28/2022	8/28/2023	PER CLAIM \$1,000,000 AGGREGATE \$2,000,000					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: ALL OPERATIONS; GENERAL LIABILITY AND AUTO LIABILITY ARE PRIMARY AND NON-CONTRIBUTORY. The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be covered as additional insureds. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED ON THE GENERAL, AUTO, AND WORKER'S COMPENSATION POLICIES. 30 DAY NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

19612327 THE CALIFORNIA STATE UNIVERSITY 401 GOLDEN SHORE LONG BEACH CA 90802	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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For claims related to the work, the Service Provider's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Service Provider's insurance and shall not contribute with it.

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO0146311

Effective Date: 8/28/2022

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

SCHEDULE

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

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

- 1. Your acts or omissions; or**
- 2. The acts or omissions of those acting on your behalf;**

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

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

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

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or**
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.**

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

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GL00146311	8/28/2022	8/28/2023	8/28/2023	37385000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

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

POLICY NUMBER: BAP0146329

**COMMERCIAL AUTO
CA 20 48 10 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured: DUDEK

Endorsement Effective Date: 8/28/2022

SCHEDULE

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: DUDEK

Endorsement Effective Date: 8/28/2022

SCHEDULE

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

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

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

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

WC0146330

Dudek

8/28/20228/28/2023

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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