

**Project Name/No.: MS251 – Master Plan
of Drainage Update**

Contract No.: _____

Project Manager: PW Engineering

Approved: _____

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF CHINO AND
DUDEK**

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 19th day of May, 2026 (“Effective Date”) by and between the City of Chino, a California municipal corporation (“City”) and **Dudek**, a California Corporation (“Consultant”). City and Consultant may be referred to individually as “Party” or collectively as “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Chino’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall

follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Services shall include the scope of work included in Consultant’s proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, as they pertain to such work, including the following requirements:

(a) DIR Monitoring and Enforcement. The public work and/or maintenance work performed under this Agreement shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined

by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. By executing this Agreement, and in accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Project Manager.

1.7 Software and Computer Services.

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as a material consideration in entering into this Agreement.

1.8 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right, subject to state law and the City's Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Four Hundred Sixty-Four Thousand Three Hundred Fifty Dollars and Zero Cents (\$464,350.00)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate services performed by more than one person.

All invoices shall be submitted by email to ap@cityofchino.org. Each invoice is to include:

- (a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- (b) Line items for all materials and equipment properly charged to the Services.
- (c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- (d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

- (e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant's first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

2.6 Contingency of Funds.

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to City; or inclusion of sufficient funding for the services hereunder in the budget approved by Chino City Council for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Agreement without penalty.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this

reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2027, except as otherwise provided in the Schedule of Performance (Exhibit "D"). This Agreement may be renewed by a written amendment for up to an additional Two (2) one-year terms at the option of the City if the City is satisfied with the quality of services performed by Consultant under this Agreement.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Nicole Rieger
(Name)

Principal in Charge
(Title)

Shannon Brown
(Name)

Project Manager
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement.

Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Project Manager.

The Project Manager shall be **Michele Hindersinn, Senior Engineer** or any other person as may be designated by the Project Manager. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed

to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements

of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant

agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars and Zero Cents (\$0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this

Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City

Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of

“financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CHINO, a municipal corporation

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

Hye Jin Lee, Director of Public Works

CONSULTANT:
DUDEK

By: _____

Name: Joseph Monaco
Title: President and CEO

By: _____

Name: Danielle Voss
Title: Assistant Secretary

Address: 3600 Lime St., Bldg. 2
Riverside, CA 92501

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the Services described in Consultant's Proposal, attached hereto as Exhibit A-1.**

- II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

Exhibit "A-1"

Exhibit A. Plan Methodology and Project Approach

Stormwater drainage within the City's jurisdiction has evolved from unimproved ditches and natural drainage systems when the City was mostly agricultural operations to modern-day residential and commercial development that includes concentrated conveyance of storm water flows in paved streets and pipeline networks incrementally built to support urban development. Developing a Master Plan of drainage is a logical step most jurisdictions undertake, to ensure existing systems meet capacity requirements and future growth is accounted for in planning documents and capital improvement programs.

The City has prepared drainage Master Plans for subareas as shown in **Figure 1** to support future growth. In 1993, a Master Plan of Drainage was prepared for the developed area of the City at the time, known as the "General City" in the Northern part of the City. This plan was revised in 1998 to include Subarea No. 1 and then revised again in 2003 to include Subarea No. 2. Since 2003, multiple amendments to Subarea No. 2 have occurred and all amendments to Subarea No. 2 were ultimately incorporated into a single document in 2022. Since a drainage Master Plan was recently completed for Subarea No. 2, this proposal only includes the General City and Subarea No. 1 as well as portions of unincorporated San Bernardino County that flow into the City known as the Sphere of Influence (SOI).

Dudek understands the City seeks a qualified consultant to evaluate the existing and proposed future hydrology and storm drain hydraulics for the portions of the City that have not been studied at a watershed level since the 1990s. While the criteria for performing hydrology and hydraulics analyses have not significantly changed since that time, the technology and computational power has exponentially increased, which allows engineers to incorporate details previously too burdensome to model at a watershed level, produce higher-resolution results, and efficiently iterate through trials to calibrate simulations and match real-world conditions. Ultimately, for the City to provide adequate drainage that protects people and property, it must have a clear understanding of how the system works and address potential capacity or condition related issues before they become a problem.

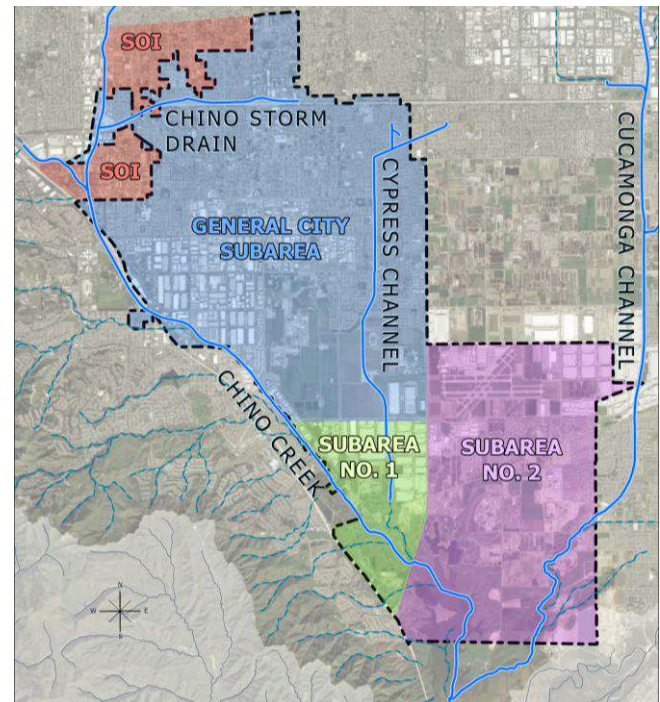


Figure 1. Drainage Planning Subareas with the City

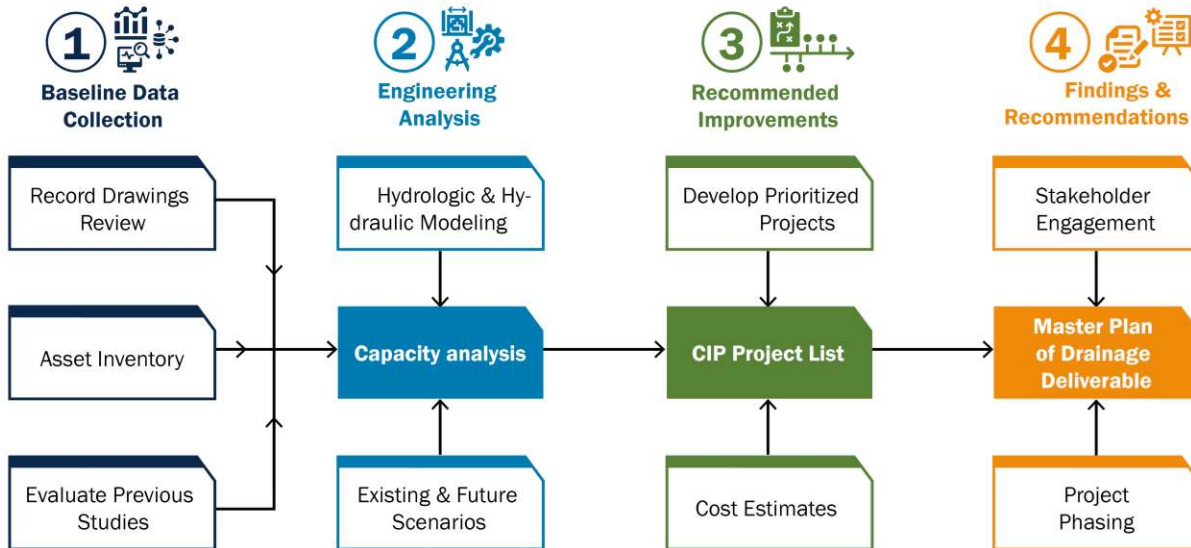
Dudek anticipates the City will be able to use the Master Plan of Drainage (MPD) update for the following tasks:

- Improve existing storm drains that are currently undersized or may not have sufficient capacity to meet future development projects.
- Build new storm drains to improve existing drainage issues and/or support future developments.
- Model impacts of future developments on existing system capacity and create impact fees to fund improvements.
- Identify and prioritize locations within the storm drain for installing certified trash full capture system (FCS) best management practices (BMPs) per the Statewide Trash Amendments.
- Identify potential locations where the City or private developers could build retention basins that support flood control, groundwater recharge, water quality improvement, and other benefits, such as environmental habitat and recreation.

Technical Approach and Methods

Our technical approach to preparing the MPD starts with a work plan that outlines detailed, step-by-step activities and associated milestones to complete the project within a mutually agreed-upon time frame. The initial steps include an inventory of record drawings, existing spatial datasets, maintenance records, field inspections, and other available data to develop a storm drain network in geographic information system (GIS) format that will serve as the basis for analyzing storm drain capacity

under existing and future buildout conditions. Our engineers and technical specialists then evaluate existing and proposed system capacity to identify recommended improvement projects, prioritize based on risk and other factors (i.e., FCS installation locations), and develop a final MPD document. **Figure 2** below illustrates our proposed approach for the City’s MPD update.



The Dudek team recognizes the value of preparing the MPD approach to align with an asset management framework that allows for future capacity- and condition-based rehabilitation/replacement activities. Capacity analysis should come from a reliable, scalable, and dynamic hydrology and hydraulics (H&H) assessment. For the City of Chino, Dudek’s approach to developing an MPD capacity analysis utilizes the capabilities of Advanced Engineering Software (AES) to ensure outputs are aligned and calibrated with San Bernardino County Flood Control hydrology requirements and SWMM to integrate the H&H models into a single environment that allows the user to efficiently update parameters, run iterative processes to find the best solution, and generate a hydraulic grade line (HGL) to support existing and future improvement projects. This approach was recently successful for the City of Temecula’s drainage Master Plan because it allows more flexibility and limits the amount of time needed to transfer data from one program to the next and also limits the potential for error as calculations are run, stored, and reported in one environment. In addition to our modeling expertise, Dudek storm drain design engineers will prepare proposed capital improvement program (CIP) projects based on the latest hydraulic design criteria from the Los Angeles County Flood Control District. Proposed facilities in the MPD will meet (at a minimum) the following criteria:

- Main line storm drainage facilities will convey the 100-year storm event with a hydraulic grade line at least 3 feet below ground surface.
- Local drainage/laterals will capture the 10-year storm event (when on grade) or 25-year (when in a sump).
- Main line facilities will have a minimum diameter of 24-inches and local drainage/laterals will have a minimum diameter of 18-inches.

Additional drainage design criteria will be incorporated into the project definition process and detailed in a Design Criteria Memorandum. The following Scope of Work details each step to complete the MPD Update.

Scope of Services

TASK 1–PROJECT MANAGEMENT

Central to Dudek’s project success ethos, as well as clearly highlighted in the City’s Request for Proposal (RFP), project management is a critical component of our proposal to efficiently produce an MPD on time and within budget. Project management to Dudek is not just invoicing and meeting coordination, it is the communications, project awareness, and anticipation of next steps that ensure our work products exceed client expectation. The following project management subtask highlights the key components and deliverables that the City can expect.

Task 1.1. Kickoff and Biweekly Meetings

Regularly scheduled and milestone coordination with the City will promote early alignment and ongoing collaboration, keeping the City informed, involved, and up to date throughout the entire project. At the onset, Dudek will schedule and hold a kickoff meeting with the City that will include Dudek’s project manager, quality assurance/quality control (QA/QC) principal, and technical leads in addition to City staff. At the kickoff meeting, Dudek will present a project specific Work Plan detailing project milestones, specific deliverables, and a deliverable schedule. The Work Plan will be coordinated with the approved project schedule and highlight the critical path items needed at each phase to ensure project success.

Integrated into each step of the project will be a robust QA/QC procedure that will be documented in a Quality Management plan also presented at the kickoff meeting. The Quality Management Plan defines when QA/QC will take place, how questions/comments will be resolved, and documentation procedures for transparency. Throughout the entire project, Dudek will maintain a revision log documenting the comments received, critical decisions, and how updates were incorporated into the process. These two components work together to provide accountability for delivering quality products and provide a clear understanding of how outcomes were derived.

In addition to a kickoff meeting, Dudek will schedule and hold regular biweekly (twice a month) progress meetings with relevant City Staff. Similar to how Dudek ran these meetings for the City’s 2022 Sewer Master Plan Update (MS211), a meeting agenda will be provided in advance that includes all of the ongoing action items, previous outstanding questions, and proposed next steps. At these meetings, Dudek’s project manager will provide a status update on schedule items and immediately flag any issues or concerns that could impact the project. Within 3 days following each biweekly meeting, Dudek will share meeting minutes with the City.

Assumptions

- Kickoff meeting will be held in-person at the City.
- Based on the project schedule, Dudek assumes there will be 20 biweekly meetings held virtually.

Deliverables

- Work Plan and Quality Management Plan due at kickoff meeting
- Revision log (maintained throughout project and available upon request)
- Meeting agenda and minutes

Task 1.2. Progress Milestone Workshops

Depending on a project’s needs, project milestone workshops provide a valuable opportunity outside of regularly scheduled meetings for the whole team (City and consultant) to collaborate and make informed decisions at critical junctures. Dudek proposes holding four progress milestone workshops with the City after major phases of work to discuss the following topics:

- Data collection results, additional data needs, and GIS update review
- Draft H&H model results and CIP project criteria review
- Draft proposed CIP projects justification and cost review
- Draft MPD document review

Assumptions:

- Workshops will be scheduled for 2-hours and held virtually.

Deliverables:

- Workshop meeting agenda and minutes

Task 1.3. Public Outreach and City Council Meeting Support

Dudek’s planning and urban design group includes specialists who focus on public engagement. Dudek often provides public engagement support for projects in the planning and design phase in the form of announcements/notifications, logistics coordination, and the preparation of presentation materials and handouts, as well as collecting, analyzing, and integrating public comments into the project deliverables. Dudek’s project manager will attend a public engagement meeting as well as up

to four City Council meetings. Dudek public engagement specialist will oversee the public outreach support tasks as well as attend the public meeting. In support of outreach and engagement, Dudek will prepare schematic-level exhibits of proposed CIP improvement projects to facilitate discussion with interested parties and individual stakeholders potential impacted by the projects. In addition, Dudek anticipates the City will need presentation material for City Council meetings, such as PowerPoints, maps, and proposed project exhibits.

Dudek will prepare a Public Engagement Plan at the onset of the project that serves as a brief explanation of what the City can expect throughout the entire planning process. The Public Engagement Plan will outline specific deliverables, timelines for meetings and other critical public engagement milestones, and generally set the expectation for what the City can anticipate from our public engagement process.

Assumptions:

- 2-hour public workshop will be hosted at a City venue.
- Dudek’s PM will attend up to four in-person City Council meetings

Deliverables:

- Public Engagement Plan
- Public meeting boards and presentation material
- PowerPoints, maps, and proposed project exhibits
- Public meeting comments response matrix

Optional Task: Project Website

In support of public outreach, Dudek often builds a project specific website to facilitate public engagement and solicit feedback on proposed project outcomes. For this task, Dudek will develop content and administer a public facing website throughout the project. Initially Dudek will work closely with the City to develop a draft of the website before it goes live for review, comment, and approval. Website content may include, but is not limited to, custom graphics, an interactive map of proposed projects, project overview and goals narrative, and portal for the public to submit comments. Prior to initiating this optional task, Dudek will provide examples from previous projects for the City to consider.

Assumptions:

- The website will be hosted by the City or hosting fees will be covered by the City
- Dudek will submit one draft and one final website draft for City review
- Up to three custom graphics

Deliverables:

- Public facing website maintained throughout the project

Task 1.4. General Project Coordination

In addition to the meetings, workshops, and public/City engagement support presented above, Dudek will provide general project management to ensure the project smoothly progresses through each phase of work as agreed upon without impact to the budget and schedule. As part of this task, Dudek’s QA/QC manager will provide work product reviews, technical guidance, and general project controls. This task also includes time for management of the contract budget, schedule, and invoicing.

TASK 2—DATA COLLECTION AND MODELING

Task 2 is where the bulk of the technical basis for the MPD will be developed. These tasks are designed to systematically build a basis of knowledge that will justify the rational for proposed CIP improvement projects and new storm drains to serve future development. Throughout the data collection and modeling process, Dudek will employ strict QA/QC protocols along the way to provide the City with assurance in the quality of results.

Task 2.1. Data Collection and Review

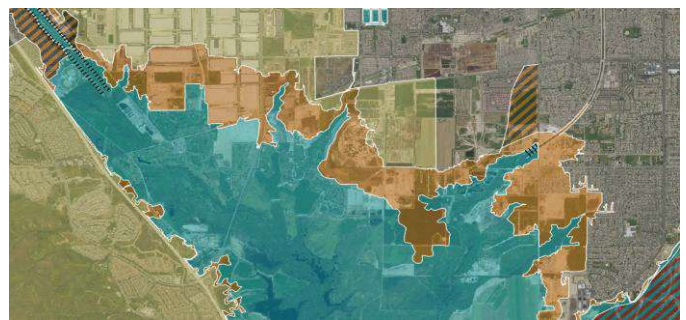
The logical first step in building a GIS-based H&H analysis is to collect, examine, refine, and validate existing storm drain asset information provided by the City through existing GIS files, as-built record drawings, and previous studies. Based on the Storm Drain

Atlas Maps provided with the RFP, it appears that the City has an existing storm drain GIS network of inlets and pipes that are tributary to the larger San Bernardino County Flood Control facilities shown on Figure 1 (e.g., Cypress Channel). Data collection and review will focus on filling in data gaps of the existing data and adding 210 segments of missing storm drains as indicated in the RFP. Other potential data sources to review include City staff knowledge of locations that have drainage issues, Lidar or other topographic information, existing and proposed land use, and rainfall gauge data. Dudek’s engineers and GIS specialists use advanced GIS processing and network analysis tools to reduce the potential impact from human error during this process and increase overall efficiency. The outcome is a fully connected link-node network of storm drain assets that can be quickly imported in an H&H modeling software. All datasets collected and used in the MPD update will be organized and provided to the City at the end of the project.

WORKSHOP: Data collection results, additional data needs, and GIS update review

Task 2.2. Hydrology and Hydraulics Methodology Memorandum

Before starting the H&H modeling, and after collecting the base storm drain system data, Dudek will prepare a brief Hydrology and Hydraulics Methodology Memorandum to establish the criteria for how modeling decisions and processes will be conducted for the MPD as well as to support a quick reference guide for the City and prospective development applicants (see Task 4). The criteria will be in conformance with the City’s Municipal Code, the San Bernardino County Hydrology Manual (SBCHM), and the Los Angeles County Flood Control District Hydraulic Design Manual (LACFCDHDM), and consistent with previous master planning efforts. The Memorandum will cover how critical decisions will be made during the modeling process that prioritize the reliability of the results.



FEMA Floodplain Extents in the Southern Part of the City

Deliverable:

- One draft and one final Hydrology and Hydraulics Memorandum

Task 2.3. Develop H&H Model

With approved model design criteria, Dudek will build an H&H model that covers the General City Area, Subarea No. 1, and the SOI. Our modeling approach leverages industry-leading H&H software that integrates the open-source SWMM engine with customized data management, visualization, and reporting capabilities that reduce time spent on trial and error, and enhance our ability to identify true capacity issues and prescribe the appropriate project solution. The H&H model will use conservative 1-dimensional (1D) computational methods to evaluate storm drain system capacity for existing land use conditions as well as future build out per the City’s General Plan. The modelling effort will focus on City owned storm drains 18-inches and larger.

Table 1 below presents our proposed tasks to build an H&H model:

Table 1. Task 2.3 Subtasks

Task 2.3 Subtasks	Task Description	Task Deliverables
2.3.1—Watershed Delineations	Use publicly available digital elevation model(s), existing watershed boundary datasets, aerial imagery, and Google Street View to delineate watershed boundaries to the inlet level using GIS for City owned storm drains 18 inches and larger.	Watershed boundaries that will be part of the model but also provided with the final GIS data deliverable
2.3.2—Develop Hydrology Parameters	Collect, process, and intersect hydrological parameters (e.g. soil, land use, slope) within each watershed to support calculating the amount and timing of runoff during a rain event.	GIS layers and other data sources used for the hydrology portion of the H&H model
2.3.3—Import GIS and build	Import the storm drain GIS features (inlets, manholes, pipes, etc.) that were processed as part of Task 2.1 and the watershed boundaries into the SWMM model. This task includes the effort to validate invert	Integrated 1D H&H model in SWMM (final SWMM software

Table 1. Task 2.3 Subtasks

Task 2.3 Subtasks	Task Description	Task Deliverables
connectivity in SWMM model	elevations and fill in missing information after as-built research based on the assessment of adjacent features.	interface to be determined based on City preferences)
2.3.4—Model Calibration	Refine SWMM H&H model parameters to match analogue AES hydrology models for representative drainage areas that include one residential land use and one commercial/industrial land use.	Calibrated SWMM H&H model

WORKSHOP: Draft H&H model results and CIP project criteria review

TASK 3—MASTER PLAN OF DRAINAGE

The technical basis needed to analyze the City’s existing and future drainage needs was developed in Task 2. Under Task 3, Dudek will prepare an MPD that will serve as a technical reference for the development of a CIP project list and the validation of development impact fees, as well as define the drainage design parameters for future growth within the City. As described above, the MPD will focus on the General City and Subarea No. 1 portions of the City that feed into Cypress Channel to the South, the Chino Storm Drain along CA-79 along the North, and Chino Creek to the West. This MPD will also include an evaluation of the drainage needs for unincorporated parts of San Bernardino County in the City’s Sphere of Influence (SOI).

Task 3.1. Capital Improvement Program Projects

Dudek’s drainage engineers will develop conceptual infrastructure designs and cost estimates for CIP projects that address existing drainage capacity deficiencies and potential future drainage needs to accommodate growth. CIP project types may include adding inlet capacity, increasing pipeline diameters, adding new collection systems, and identifying potential opportunities to utilize open spaces for basins and other facility types that have flood control benefits, promote groundwater recharge, and provide water quality improvements. CIP projects that collect drainage from priority land uses per the Statewide Trash Amendments will also be evaluated for opportunities to include FCS devices, such as inlet filters and connector pipe screens, or larger, regional devices like baffle boxes and end-of-pipe solutions. **Table 2** presents our proposed tasks to develop a list of CIP projects for the MPD update.

Table 2. Task 3.1 Subtasks

Subtasks	Task Description	Task Deliverables
3.1.1—Create CIP Projects	Identify existing and future system capacity deficiencies based on changes in land use then create conceptual improvement projects through an iterative modeling process that addresses the capacity issues while minimizing resources and impacts on the community. Identify opportunities to incorporate FCS devices.	List of proposed CIP projects for the MPD update
3.1.2—Cost Estimates	Create planning-level cost estimates for construction and soft costs for administration/planning/design that are based on recent project cost data provided by the City, research of regional cost estimate data sources, such as the California Department of Transportation, and compounded based on industry standards.	CIP project costs integrated into MPD update

WORKSHOP: Draft proposed CIP projects justification and cost review

Task 3.2. Project Prioritization

Capacity projects that intersect with the inlet locations identified for trash capture devices will receive priority rankings independent of other factors. In addition, all storm drain pipe segments will be assigned a numeric score that represents the relative risk of failure. Risk is defined as the summation of a numeric consequence of failure score and a numeric likelihood of failure score. Risk will be calculated in GIS using Aquanuity’s AquaTwin Asset software, which can account for multiple factors, potentially including pipe age, material, diameter, condition, and whether the pipe segment is undersized. The risk calculation also accounts for proximity factors, such as storm drains that flow under or cross major roadways and locations adjacent to critical infrastructure (e.g., hospitals). Each

factor can be independently weighted by relevance and then combined to produce a single numeric risk score. The output is a matrix that has each factor used in the calculation and the corresponding results for each pipe segment. CIP project prioritization will account for both of these factors to create a final order.

Task 3.3. Master Plan of Drainage Documentation

The basis, methods, and results of the existing and proposed capacity analysis and justification for the proposed CIP projects will be documented in the MPD document. Two subtasks are anticipated to develop the document in a manner that aligns with the City’s vision and incorporates input from all impacted parties, both public and private.

Table 3. Task 3.3 Subtasks

Subtasks	Task Description	Task Deliverables
3.3.1—Preliminary Draft	Based on a collaboratively developed outline, produce a preliminary draft MPD that combines all project components, including tables, graphs, maps, supporting calculations, and cost estimates that support the CIP projects list.	Draft document in PDF and Word format for review and feedback from the City, including drafts for the Infrastructure/Streets Committee Meeting, Planning Commission, and Public Hearing
3.3.2—Final Draft	After receiving comments from all City departments, City Council, other public agencies, and the public, produce a draft final document for final City review and feedback, followed by a final document for City Council adoption.	One draft final and one final MPD document in PDF and Word format, including supporting digital documents (GIS data files, models, maps, and associated metadata)

WORKSHOP: Draft MPD document review

TASK 4—DRAINAGE SYSTEM PLANNING AND DESIGN QUICK REFERENCE GUIDE

In parallel with the final MPD development, Dudek will prepare a Drainage System Planning and Design Quick Reference Guide for use by the City and other engineers and developers working with the City. This document will be an easy-to-use reference that is consistent with the drainage planning and design criteria established in the MPD, and adaptable to incorporate potential future changes in policy and guidelines per San Bernardino County and other governing agencies. The reference guide is not intended to replace standard manuals for drainage system planning and design such as the SBCHM and LACFCDHDM. The reference guide will instead provide high-level, step-by-step procedures for performing common drainage system planning and design tasks, such as calculating runoff from a new development and requirements for connecting to the City’s storm drains. The reference guide will provide a comprehensive list of references that planners and engineers can use to develop drainage system plans and documents that are approvable by the City. In addition to the technical components, the reference guide will also provide the typical steps that should be expected during the City’s review and approval process.

Deliverable

- An approximately 5-page digital (PDF format) Drainage System Planning and Design Quick Reference Guide

TASK 5—TRAINING AND DOCUMENTATION

As a final step to transfer Dudek’s data and knowledge of the City’s storm drains, Dudek will provide a training session to the City that will showcase the new H&H model, step-by-step procedures for updating/editing/adding features, and best practices for ongoing use and maintenance. Dudek will develop a training guide that will also act as a user manual for anyone unable to attend the training. The training will cover the basics of how the SWMM environment operates, but it will be assumed that City employees already have a general understanding of link-node networks, basic GIS use, and other common computer skills, such as how to read and manipulate spreadsheets. Prior to developing the training guide, Dudek will meet with City staff to discuss how the training will be used and tailor the content accordingly. For example, if the City intends to model new storm drain facilities or changes in land use, the training will emphasize the steps necessary to accurately model those scenarios. If the City instead intends to model changes in rainfall intensity and patterns due to climate change, the training will focus on procedures for updating the underlying hydrologic inputs. Ultimately, the training will be a tailored experience to maximize learning and the transfer of knowledge.

Deliverable

- Deliverable: One 2-hour virtual training session

Benchmarks for Performance

The key benchmarks for performance relate to how well the MPD outcomes adhere to regional requirements and industry standards. Unlike a metric that measures how well the system performs, the benchmarks are a reference point to determine if the outcomes are reliable. To demonstrate our understanding and dedication to developing a successful MPD for the City, Dudek uses the following benchmarks to evaluate performance:

Table 4. Benchmarks for Performance

Benchmark	Evaluation
Adherence to Engineering Standards	Does the MPD analysis use applicable City, County, and/or other prescribed engineering guidelines for performing H&H calculations and design improvements?
Based in Reality	Are MPD model outputs calibrated with known boundary conditions (e.g., 100-year storm base flood elevations) and other known parameters?
Conservation of Mass	Does the H&H model account for all stormwater as either a loss (e.g., infiltration) or runoff?
Conservative Assumptions	Where there are data gaps that need to be filled, are conservative assumptions used that prioritize public safety and protection of property?
Regulatory Compliance	Does the MPD analysis consider impacts to other City programs, such as the Trash Amendments, stormwater quality management, and water capture and reuse initiatives?
Stakeholder Engagement	Have the projects in the MPD incorporated input from stakeholders within the City including public and private entities?
Prioritize Risk	Are existing risks due to flooding or other failures of the storm drain system prioritized on the CIP list?

Innovation Suggestions

It's critical for a drainage Master Plan to be based on well-known and approved processes for the City and other stakeholders to know with confidence that the proposed improvements are based on the best available data and engineering standards. Introducing new and/or unproven methodologies can become problematic if questions do arise. Dudek generally adheres to the known guidelines and process for developing a drainage Master Plan; however, we do have suggestions to improve efficiency and, ideally, data quality.

- **Calibration.** Calibration of any hydraulic model is challenging without flow metering and especially challenging for storm drains when the amount of rain varies across the City from storm to storm and the storm event frequency may not coincide with a standard (e.g., 25-year storm) storm event. For these reasons, Dudek uses a land use-based analogue model calibration method that uses the more detailed rainfall runoff relationship and routing of AES. AES is used at the design level for these reasons and thus creates a more accurate depiction that can be extrapolated to the rest of the City.
- **GIS Automation.** Dudek's engineers are cross-trained with advanced GIS data manipulation techniques that allow us to dynamically model surface runoff patterns, predict land use-driven changes in runoff, and optimize storm drain network performance for the proposed new or improved system.
- **Stress Tests.** For future growth scenarios and to include potential impacts from climate change, Dudek often uses a "stress test" method that incrementally changes the storm depth and/or intensity beyond the peak 100-year storm events to identify any storm drain infrastructure that may become undersized for various hydrologic conditions. Any storm drains that are unable to convey the 100-year storm or less will be prioritized for capacity increase first.
- **Risk Modeling.** Dudek adds layers of information to our project prioritization process that can factor and weigh multiple inputs at once. Modeling risk (combination of likelihood and consequence of failure) eliminates subjectivity that often goes into prioritizing one project over another when there are minimal evaluation criteria to consider.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall *perform its services with the skill and care ordinarily exercised by members of the same profession practicing under similar circumstances ("Standard of Care")*. ~~follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.~~

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. ~~City reserves the right to require complete, certified copies of all required insurance policies, at any time.~~

5.3 Indemnification.

(d) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, *reasonable* legal costs and attorneys' fees.

6.3 Ownership of Documents.

Upon full payment to Consultant, all drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

~~7.7 Liquidated Damages.~~

~~Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars and Zero Cents (\$0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.~~

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. ***Consultant may stop work and/or terminate this Agreement upon 10 days’ written notice to City in the event City is in breach of any provision of this Agreement, and City fails to cure such breach during such 10-day period.***

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly ~~or indirectly~~, which would conflict in any manner with the interests

of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Consultant agrees to at all times avoid conflicts of interest ~~or the appearance of any conflicts~~ of interest with the interests of City in the performance of this Agreement.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit "C-1".**
- II. Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.4.**
- IV. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

Exhibit "C-1"



City of Chino
 P202603687 (Master Plan of Drainage Update)
 DUDEK FEE ESTIMATE
 3/12/2026

Dudek Labor Hours and Rates															
Project Team Role:		Principal Engineer I	Principal Engineer I	Project Manager	Technical Lead	Senior Engineer II	Senior Engineer II	Project Engineer III/Technician III	Specialist V	Project Engineer II/Technician II	Project Coordinator II	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	OTHER DIRECT COSTS	TOTAL FEE
Team Member:	Elizabeth Caliva	Nicole Rieger	Shannon Brown	Joshua Cato	Matthew McGuirk	Zilu Wang	Taylor Sanders	Rachel Lindt	Carlee Hasenin Rohr	Michelle Kinney					
Billable Rate:	\$300	\$300	\$275	\$275	\$260	\$260	\$230	\$220	\$215	\$165					
Task 1	Project Management														
1.1	Kickoff and Bi-Weekly Meetings	1	1	30	8	4	2			30	76	\$19,060		\$19,060	
1.2	Progress Milestone Workshops		1	12	4	2	2	4		12	37	\$9,240		\$9,240	
1.3	Public Outreach and City Council Meeting Support		1	24					20	6	51	\$12,590	\$500	\$13,090	
1.4	General Project Coordination	1	1	16	4				4	8	46	\$10,680		\$10,680	
	Subtotal Task 1	2	4	82	16	6	4	4	24	56	210	\$51,570	\$500	\$52,070	
Task 2	Data Collection and Modeling														
2.1	Data Collection and Review			8	8		40	50		120	226	\$52,100		\$52,100	
2.2	Hydrology and Hydraulics Methodology Memorandum	1	2	6	4	12				30	55	\$13,220		\$13,220	
2.3	Develop Model														
2.3.1	Watershed Delineations		1	8	16			80		100	205	\$46,800		\$46,800	
2.3.2	Develop Hydrology Parameters		1	8	8	4		16		40	77	\$18,020		\$18,020	
2.3.3	Import GIS and build connectivity in SWMM model		1	8	20		20	80		200	329	\$74,600		\$74,600	
2.3.4	Model Calibration			2	6			6		20	34	\$7,880		\$7,880	
	Subtotal Task 2	1	5	40	62	16	60	232		510	926	\$212,620		\$212,620	
Task 3	Master plan of Drainage														
3.1	Capital Improvement Program Projects														
3.1.1	Create CIP Projects	1	2	12		40		60		100	215	\$49,900		\$49,900	
3.1.2	Cost Estimates		1	6		12		20		60	99	\$22,570		\$22,570	
3.2	Project Prioritization			8		4	6			40	58	\$13,400		\$13,400	
3.3	Master Plan of Drainage Documentation														
3.3.1	Preliminary Draft	4	4	40	2	16	4	70		120	260	\$61,050		\$61,050	
3.3.2	Final Draft	2	2	20	2	8		8		40	82	\$19,770		\$19,770	
	Subtotal Task 3	7	9	86	4	80	10	158		360	714	\$166,690		\$166,690	
Task 4	Drainage System Planning and Design Quick Reference Guide														
		1		20	2	8		20		40	91	\$21,630		\$21,630	
Task 5	Training and Documentation														
		1		8	2			8		30	49	\$11,340		\$11,340	
	Total Hours	10	20	236	86	110	74	422	24	996	1990				
	Total	\$3,000	\$6,000	\$64,900	\$23,650	\$28,600	\$19,240	\$97,060	\$5,280	\$214,140	\$1,980	\$463,850	\$500	\$464,350	
	<i>Percent of Hours (Base)</i>	<i>1%</i>	<i>1%</i>	<i>12%</i>	<i>4%</i>	<i>6%</i>	<i>4%</i>	<i>21%</i>	<i>1%</i>	<i>50%</i>	<i>1%</i>				
Optional Services															
	Public Facing Project Website	4	4	4				46			46	\$10,500		\$10,500	
	Total Optional + Base Hours and Fee	11	21	240	86	110	74	422	64	996	2036	\$474,350	\$500	\$474,850	
	<i>Percent of Hours (Optional + Base)</i>	<i>1%</i>	<i>1%</i>	<i>12%</i>	<i>4%</i>	<i>5%</i>	<i>4%</i>	<i>21%</i>	<i>3%</i>	<i>49%</i>	<i>1%</i>				

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule attached hereto as Exhibit “D-1”.**

- II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.**

Exhibit "D-1"

Exhibit D. Schedule of Performance

