

**Project Name/No.: MS260 – Urban Forest
Management Plan**

Contract No.: _____

Project Manager: Public Works – S. Galindo

Approved: _____

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

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 21st day of October, 2025 (“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 **Two Hundred Forty-Five Thousand Three Hundred Seventy-Seven Dollars and Zero Cents (\$245,377.00)** (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 one (1) year(s) 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:

(Name)

(Title)

(Name)

(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 the Management Analyst 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

APPROVED AS TO CONTENT:

Fred Galante, City Attorney

Hye Jin Lee, Department Director

CONSULTANT:
DUDEK

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: 687 S Coast Hwy 101, Ste 110
Encinitas, CA 92024

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”

SCOPE OF SERVICES

The following scope of work reflects how Dudek will integrate these planning principles into key tasks identified in the Request for Proposals to develop the City’s UFMP. All described tasks are recommendations for the UFMP development process and are intended to illustrate a comprehensive list. Dudek is committed to developing a UFMP that aligns with the City’s needs, and each task will be discussed and confirmed as valuable for the City at the kickoff meeting. Modifications to the scope of work may be discussed at the kickoff meeting and adjusted as budget and schedule allow, as determined by the City.

Task 1. Project Management

Task 1.1. Kickoff Meeting

Dudek will initiate the project with an in-person kickoff meeting between City staff and the Dudek team to set the framework for the project management and communication procedures needed to successfully complete the project. Dudek will present its Work Plan and review specific project goals to ensure the project team moves forward to an understood outcome. The kickoff meeting will also be a data acquisition meeting, prior to which we will have prepared a list of any data needs or gaps. We will provide an agenda in advance of the meeting and will submit meeting minutes that summarize major topic discussions following the meeting.

Task 1.2. Meeting with the Project Team

Following the project kickoff meeting, Dudek will hold established monthly (virtually) meetings and other interim meetings, as needed, with City staff to discuss scope of work details, desired deliverables, schedules, and community engagement strategies with the City’s communications team. Monthly meetings will occur throughout the duration of the project and will be the chief way the City will be informed of project progress. Dudek will provide an agenda and submit meeting minutes throughout the project. Additional project communication not addressed during the monthly meetings will occur via email or telephone.

Task 1.3. Work Plan

Dudek will prepare a Work Plan based on the proposal that will include a list of deliverables, a schedule of the submittal milestones, summary of organization responsibilities and contacts, and task budgets. The Dudek’s Work Plan will be based on the scope of work presented in this proposal as well as input from the City upon the project kickoff meeting. Dudek will submit the Work Plan to the City during the kickoff meeting, with the final Work Plan being delivered within five days of the kickoff meeting.

Task 1.4. Project Administration and Quality Control

Project Manager Kanami Otani will perform budget and task tracking and coordinate internally with the Dudek team. Dudek utilizes the project management software programs Deltek Vantagepoint and Asana to continually track progress and remaining funds for each task, ensuring the project stays on schedule and within budget. Dudek will submit consolidated monthly invoices to the City and will maintain project files in accordance with the agreed upon scope of work.

Deliverables

- Facilitate and prepare agendas for kickoff and monthly project team meetings
- Distribute meeting minutes for project meetings
- Draft and final Work Plan
- Monthly invoices

Task 2. Community Outreach and Engagement

Task 2.1. Community Outreach Plan

Our engagement approach is always tailored to the specific communities in which we work and is centered on equity. Community engagement will include the development of a strategic public outreach plan, with emphasis placed on historically underrepresented, disadvantaged communities. This plan will serve as a roadmap by highlighting strategies and tasks that will help the City achieve its goals and objectives by creating an inclusive process in the development of its UFMP. The Community Outreach Plan will be discussed with the City at the kickoff meeting to ensure that all tasks maximize value to the project.

Task 2.2. Online Community Survey

Dudek will develop and host an online survey using the Esri Survey 123 platform in English and Spanish. Questions will consist of topics related to urban forest values, the perceived benefits of trees, understanding of the current City urban forestry program and policies, and ways the community can support trees. Results of the surveys will be compiled in an electronic file, summarized, and included in the UFMP. The online survey will be dispersed through City channels, with the intention of receiving feedback from the entirety of the community.

Task 2.3. In-Person Focus Groups (2)

Dudek will host two in-person, focus-group-style meetings and will lead participants through facilitated discussions and activities to understand the priorities of the community members who will be most impacted by the UFMP and integrate those priorities into planning efforts. Dudek and the City will identify specific groups and individuals from the community for participation in the focus groups to promote support for implementing the UFMP.

Task 2.4. In-Person Pop Up Events (3)

Dudek has found that linking outreach events with other community events, such as holiday celebrations, farmer's markets, or similar events, helps reach a wider audience of community members who are not the typical tree advocate. It is expected that the City will help identify existing City-hosted events, community events, or other activities with high community participation for the project team to attend. Event locations will be focused on relevant audiences, partners, and hard-to-reach communities. In-person events will include engagement boards and education materials relevant to the concerns of the Chino community and frame urban forestry as an important tool in decreasing heat, increasing shade, and improving the quality of life for residents.

Task 2.5. Working Group (3)

Urban forest management within any community includes multiple actors across all levels of City staff, elected officials, community organizations, and individual community members, with each actor playing a different role in creating a healthy urban forest. Dudek will assist the City in assembling a working group designed to provide invested community members with a role in creating a plan that addresses their priorities, issues, and goals.

Up to three working group meetings will be held throughout the development of the UFMP. Dudek will facilitate working group meetings and share relevant research and information to assist in developing the UFMP goals.

Task 2.6. Media Messaging Materials and Web Content

Dudek will work with the City's communication team on a media strategy and prepare outreach materials for up to three events. Topics covered in social media may include key project takeaways, strategic educational materials, or information to promote community participation. In addition, Dudek will provide content such as project documents and other resources, as they are finalized, that can be uploaded to the existing City website.

Task 2.7. Community Engagement Summary Report

All community engagement data from the online survey, focus groups, outreach events, and working groups will be compiled into a Community Engagement Summary Report. We will also provide recommendations for ongoing community engagement actions, as well as strategies to incentive private property tree planting and maintenance throughout the community. The report will be included as an appendix to the final UFMP.

Deliverables

- Online community survey in English and Spanish
- Facilitation of two focus groups
- Attendance at three in-person community events
- Facilitation of three working group meetings
- Development of up to three outreach materials
- Community Engagement Summary Report to be included as an appendix to the UFMP

Assumptions

- The City will share the online survey on its social media platforms, website, and other public outreach avenues.
- The City will assist in identifying public engagement events and logistics for participation.
- The City will assist in identifying stakeholders for the focus group and working group meetings.
- The City will provide one revision cycle for outreach materials.

POLICIES, STANDARDS, & INTEGRATION

Urban forest practices are guided by municipal codes, zoning ordinances, maintenance standards, and planning documents. This context helps ensure that the the plan aligns with current regulations and identifies opportunities for policy updates or new ordinances.



Task 3. Policy and Standards

Task 3.1. Review of City Policies, Documents, and Reports

Dudek will conduct a comprehensive review of existing City plans, documents, regulations, and ordinances. We seek to understand current tactics and identify areas for improvement to ensure that the City meets the standards of sustainable urban forest management. Dudek will also review the adopted fire code as well as Chino Valley Fire District guidelines and standards to understand local requirements pertinent to trees in wildland–urban interface (WUI) areas. The review of relevant City planning documents will define what the document is, how it relates to the urban forest and tree management, and how the UFMP and planning documents are aligned to support Citywide urban forest, climate resilience, and carbon sequestration goals.

Task 3.2. Review of City's Tree Ordinance and Municipal Code

This task will focus on a comprehensive review of the City's tree ordinances and related municipal codes to understand the definition of a protected tree, City permit and development plan review processes, tree preservation and replacement standards, and penalties for violation. We will summarize the review and provide a set of recommendations for future modifications to the tree ordinances and municipal code that promote the protection of trees, compliance with the ordinance, and accountability when they are violated. This will also include an analysis of how the recommendations could be implemented with new development projects. The recommendations will ensure that the ordinance is consistent with the UFMP and General Plan goals.

Task 3.3. Tree Ordinance Update

Dudek will summarize the review of the City's Tree Ordinance (Ordinance) and provide a set of recommendations and a redline version of the Ordinance. The Ordinance update will promote the protection of trees, compliance with the Ordinance, and accountability when the Ordinance is violated. The Ordinance will be drafted during the UFMP project to align with the UFMP's goals, discussed with staff, and presented to necessary parties to prepare for adoption. Adoption of the Ordinance will occur no later than three months after the UFMP is adopted. Dudek will attend to up to four additional meetings specific to the Ordinance, which will be a combination of City Council or Commissions and public meetings to discuss the Ordinance.

Deliverables

- Summary document of existing City plans, documents, regulations, and ordinances review containing a description of the document and table highlighting the existing policy, the recommended edit, and how that will improve urban forest management
- Comprehensive review of the tree ordinances and municipal code and the development of language for a tree preservation ordinance
- Ordinance update recommendations and redlined document
- Ordinance draft for update
- Up to four meetings to discuss the Ordinance with stakeholders

URBAN FOREST RESOURCE

A clear understanding of the urban forest can be synthesized through the analysis of aerial imagery, lidar data, and tree inventory data. This provides baseline conditions for canopy cover and inventory sustainability that informs the goals and metrics used to measure progress towards a sustainable urban forest.



Task 4. Urban Forest Resource Assessment

Task 4.1. Tree Inventory Sustainability Assessment

Dudek will begin by leveraging the City's existing tree inventory data to develop a comprehensive understanding of the urban forest's current composition and performance. Dudek will assess broader urban forest indicators, including species diversity, age distribution, health, and other sustainability factors, such as climate adaptability and pest vulnerability. Dudek will also use i-Tree Eco to quantify ecosystem services. The result of this analysis will inform strategies that support species diversity and can be implemented to maintain an urban forest that is resilient to known and unanticipated threats to trees, such as managing invasive species.

Task 4.2. Canopy Cover Assessment

Dudek will conduct a tree canopy assessment using publicly available 2022 high-resolution canopy data derived from National Agriculture Imagery Program (NAIP) imagery at 0.6-meter resolution. This dataset covers urbanized areas defined by the 2010 and 2020 census boundaries and offers approximately 97% classification accuracy. Dudek will calculate canopy acreage and percent cover across up to five geographic boundaries of interest, such as City limits, land use, census tracts, landscape maintenance districts, or other areas identified by the City. Areas with limited canopy cover will be identified to support the development of targeted planting strategies. The results will be summarized for inclusion in the UFMP.

Task 4.3. Establishing a Canopy Cover Target

Dudek will work with the City to establish realistic and achievable tree canopy goals based on the Tree Inventory and Canopy Cover analyses. The goal-setting process will be supported by an inventory-based growth analysis that estimates future canopy expansion from public trees and viable vacant sites. This includes projecting canopy growth to maturity and estimating additional canopy if all suitable vacant sites are planted. These projections will provide a foundation for setting informed goals.

In addition, Dudek will conduct a desktop review to identify locations that may be suitable for future tree planting. The analysis will consider land cover constraints such as impervious surfaces, planting on private properties, or other strategic areas. Following this analysis, Dudek will evaluate the budget required to achieve different canopy goals, recommend a feasible canopy target, and estimate the number of trees that would need to be planted over time to reach that goal.

Task 4.4. Increasing Canopy Cover with Prioritized Planting Efforts

Dudek will assess priority planting areas by integrating the canopy cover analysis with additional datasets, including urban heat island (land surface temperature), community vulnerability indicators, land use, and available planting areas. By combining these datasets, the analysis will show where canopy is lacking, how those deficits overlap with vulnerable populations and areas most affected by heat, and what this means for equitable distribution of urban forest benefits. Dudek will recommend strategies to restore and increase canopy cover, with particular focus on aging residential neighborhoods and commercial corridors, and will identify strategic planting opportunities on private property, school grounds, commercial corridors, parks and open space, parking lots, and transportation corridors. These strategies will be refined with City staff and the community to ensure that the plan addresses areas of canopy deficit and advances the City's goals of providing socio-economically equitable urban forest benefits and mitigating heat impacts through targeted canopy expansion.

Task 4.5. Wildfire and WUI Tree Inventory Analysis

Urban forest management and WUI maintenance often intersect in complex ways, with fire safety guidelines sometimes conflicting with standard arboricultural practices. Dudek will conduct a wildfire hazard assessment of the City's tree inventory to proactively reduce risk in mapped WUI and Fire Hazard Severity Zones (FHSZ).

Using the City's GIS-based tree inventory and publicly available WUI/FHSZ datasets (e.g., California Department of Forestry and Fire Protection), Dudek will evaluate each species' relative fire resistance—good, moderate, or poor—based on established sources, such as SelecTree, University of California Agriculture and Natural Resources, U.S. Forest Service Fire Effects Information System, and regional fuel modification lists. Dudek will identify poor fire resistance species located within WUI or FHSZ areas within 100 feet of structures and recommend phased replacement with more fire-resistive alternatives. Our analysis will include a curated list of suitable replacement species, considering fire resistance, site conditions (e.g., water use, planting space), clearance from surrounding vegetation, distance to structures, and long-term viability. Results will be summarized in a tree replacement plan, including species, quantities, locations, desired spacing to adjacent trees or structures, and a recommended implementation schedule. This plan will be integrated into the UFMP and formatted for clarity, primarily in a table format.

Task 4.6. Urban Forest Resource Report

A comprehensive Urban Forest Resource Report will be prepared, detailing all results and methodologies included for the assessment of the tree inventory, canopy cover, and wildfire analysis. This report will provide a thorough overview of the current state of the tree inventory and canopy coverage, as well as results from the canopy growth analysis, guiding future tree canopy goals, assessing tree equity, and addressing climate change impacts through urban forestry. This report will serve as an addendum to the UFMP. It will outline how tree planting will be prioritized throughout the City, presenting a clear and targeted plan based on available planting spaces.

Deliverables

- Urban Forest Resources Report with the tree inventory sustainability assessment results, a citywide canopy cover assessment, a possible planting area analysis, canopy cover target recommendations, identified priority areas to increase canopy cover, wildfire and WUI tree inventory results, and an optional canopy cover change analysis

Assumptions

- The City will provide the most recent public tree inventory data in GIS-compatible format.
- The City will provide relevant spatial data in GIS-compatible format, including City boundaries, land use, landscape maintenance districts, parks, and any other geographic boundaries of interest.
- If the spatial data provided contain errors or require extensive modifications to ensure suitability for analysis, this may require a change order.

URBAN FOREST MANAGEMENT

A community's urban forestry program must have the necessary human and financial resources to maintain trees in a safe and healthy condition so community members can receive the full environmental benefit that trees provide.



Task 5. Urban Forest Management Assessment

Task 5.1. Department Interviews (4) and Ride Along (1)

Dudek will interview representatives from City departments involved in urban forest management. These interviews will gather staff perspectives on the overall urban forestry program, operational processes, and opportunities and challenges that will guide recommendations for operational optimization. This valuable insight will be crucial in understanding the City's urban forestry program and will assist in developing feasible recommendations for the UFMP. We anticipate conducting up to four hour-long virtual interviews, and the project manager will participate in one in-person ride along with field staff to ensure that their perspective is captured.

Task 5.2. Budget, Staffing, and Equipment Analysis

Our team will evaluate the current staffing structure, including roles, responsibilities, and interdepartmental coordination, to identify strengths and gaps in operational capacity. This analysis will be informed by staff interviews, the ride along, a review of organizational charts and job descriptions, comparisons with other cities, and findings from existing literature. We will also assess the City's current budget allocations for tree-related activities, such as planting, maintenance, risk management, community engagement, and equipment expenditures. Budget allocations will be analyzed alongside the level of service that the City is providing. The analyses will identify opportunities to reallocate resources, pursue external funding and partnerships, or phase in new investments over time. The resulting recommendations will be practical and scalable, offering a clear path toward a more resilient and self-sustaining urban forestry program.

Task 5.3. Updated Specifications and Best Management Practices

Dudek will review the current City standard guidelines, policies, procedures, and details that relate to City trees. This will include practices such as tree planting, establishment care, pruning, and removals. We will also review current practices to mitigate tree and infrastructure conflicts. Dudek will support the review of best management practices with current research, along with our understanding of ISA and ANSI standards. After the review is completed, Dudek will present recommendations for updating practices, specifications, standards, details, and strategies to mitigate tree and infrastructure conflicts.

Task 5.4. Tree Species Recommendations

Dudek will prepare a climate-ready recommended species palette consisting of trees that are appropriate for the City's current environmental conditions, as well as anticipated conditions caused by climate change. To complete this task, Dudek will utilize the tree inventory data, climate change research, experience of local arborists, and findings from the analysis in Task 4.1. The list will also include species that are known to do well with irrigation by recycled water. The recommended species palette will include recommendations for various planting areas, such as residential, commercial, and industrial development that follow the practice of "right tree, right place" to ensure trees can grow to maturity while limiting conflicts with adjacent infrastructure. This list will serve as a strategic guide for future planting efforts across streetscapes, parks, and other public spaces.

Task 5.5. Street Tree Plan

Dudek will develop a street tree plan that incorporates the recommended species list with other known spacing parameters that dictate which tree species is appropriate for each location. To do this, Dudek will utilize existing data from the City, such as parkway widths, presence of overhead utility lines, and tree inventory data, to select species for the public right-of-way Street Tree Plan.

Task 5.6. Urban Forest Management Report

Dudek staff will use the analyses performed in Task 5 to document the City's current budget, management, and operational procedures involving trees and will identify any major challenges posed by current management practices or by local environmental and climate constraints affecting the City's tree canopy. The report will include a discussion of the internal structure, such as staffing and governance. It will also include a discussion of management operations, such as tree removal and replacement, tree care, and pruning. We will then provide a summary of our analysis and make recommendations for altering the management strategies based on best practices and provide justification for the recommended revisions. Dudek will use the analysis to develop best management practices and a potential list of funding opportunities specifically for the City.

Deliverables

- Recommended tree species list (Citywide)
- Urban Forest Management Report summarizing the following analyses:
 - Flow chart of governance structure
 - 5-year budget analysis and cost-per-tree management task
 - Potential urban forest funding mechanisms
 - Recommendations to manage trees and infrastructure conflicts
- Street Tree Plan for the public right-of-way
 - Overall recommendations to improve the City urban forest program

Assumptions

- The City will provide data/documents for analysis, including existing City documents and plans, budgetary information, tree ordinances, and work records for analysis.
- The City will assist in identifying and coordinating interviews with departmental staff.

THE PLAN

A strong urban forest connects today's canopy with the community's long-term goals, balancing bold ideas with practical steps.



Task 6. Urban Forest Planning

Task 6.1. UFMP Outline

Rather than applying a predefined structure, our team will work closely with City staff to shape the UFMP's outline around local priorities, operational realities, and community input. We approach each plan as a unique opportunity to reflect the character and needs of the place it serves. Through early collaboration, we will co-develop a framework that ensures that the UFMP best addresses the City's needs and goals.

Task 6.2. Strategic Plan Framework

Based on our comprehensive analyses, data synthesis, interviews, and community engagement activities, Dudek will create an actionable strategic plan for the City's urban forest that will guide its long-term vision. The strategic plan will follow a logical order and will include the following:

- **Vision:** A statement will be created to establish a vision for the future of the urban forest. This statement will verify that there is a common understanding of the UFMP outcome.
- **Guiding Principles:** Dudek will further refine the vision statement into specific categories based on City, working group, and community member values.
- **Goals:** Dudek will identify the outcomes that the City seeks to achieve for each guiding principle. Goals will be specific, measurable, attainable, realistic, and time sensitive.
- **Actions:** Dudek will identify specific tasks that contribute to the goals and that need to be completed to achieve the vision of the UFMP.

Task 6.3. Implementation Plan

Dudek will prioritize the strategic plan into timeframes agreed upon with the City for each action. The timeframe will be based on short-term (Years 3–5), medium-term (Years 5–10), and long-term (Years 10+) priorities. Each action will be assigned to a specific department that will be responsible for implementation, and estimated cost for things such as consultants, programs, and capital improvements will be included.

Task 6.4. Monitoring Plan

The UFMP is an adaptive document that necessitates periodic review to verify that goals and actions remain realistic and obtainable based on changes to the City's environmental and economic conditions. One component of the monitoring plan will layout actions that should be taken in periodic intervals to track progress of implementing the UFMP and if goals and priorities are still relevant to current conditions. This may include recommendations, such as when to replicate the canopy cover analysis, inventory sustainability analysis, and other general updates to the UFMP.

Dudek recommends using the Community Assessment and Goal-Setting Tool created by Vibrant Cities Lab as a main component of the monitoring plan. The tool provides a clearly defined process to measure and define successful implementation of UFMP goals and objectives. Vibrant Cities Lab is a collaboration of the United States Forest Service, American Forests, and the National Association of Regional Councils, and serves as an online hub of urban forest and tree research, best practices, and planning tools (<http://vibrantcitieslab.com>). The Community Assessment and Goal-Setting Tool is based on research on urban forest sustainability and establishes criteria and indicators to measure urban forest sustainability. The tool enables the user to continuously monitor measurable outcomes to determine progress toward completing goals.

Task 6.5. Administrative Draft

Dudek will prepare an administrative draft of the UFMP for internal review by City staff. This version will include all core components of the UFMP, such as preliminary findings, draft recommendations, and a working outline of implementation strategies. The administrative draft is designed to facilitate focused feedback and discussion before the UFMP is released for public comment.

The administrative draft will be delivered as a formatted document for internal review. While this version will focus on content development, we will also begin identifying opportunities for visual storytelling, such as graphics and maps, that will later be adapted for the final UFMP.

Task 6.6. Public Draft

The public draft will incorporate edits from City staff and will be made available for a 30-day public review period. Dudek will coordinate with the City to distribute the draft and encourage review on its website and other relevant media channels. Dudek will also provide a dedicated email address and clear instructions for submitting comments. Comments received will be captured in a Public Comment Log that will assist in identifying comments to implement to the final draft and ensure each public comment was considered.

Dudek will prepare the public draft of the UFMP as an Adobe PDF file using Adobe In-Design. To support public understanding and engagement, this version may include draft maps, conceptual visuals, and layout elements that preview the final design direction. These preliminary graphics will help convey key findings and recommendations while allowing flexibility to adjust based on community feedback.

Task 6.7. Final Draft

Following completion of the public draft review process, Dudek will develop the final draft of the UFMP and incorporate City and public comments. Dudek will submit the final version of the UFMP, including all figures, appendices, and visual aids, within 18 months of project start as an electronic copy in Adobe PDF.

Task 6.8. City Council and Public Presentations (8)

Dudek will present (in person) at up to eight public meetings that may include City Council, commission, or committee meetings. Dudek will prepare PowerPoint presentations as requested for the meetings and present progress on the UFMP, analysis, recommendations, and solicit feedback from City Council, commission, and committee members. The goal of the presentations will be to ensure the adoption of the final UFMP by the City Council.

Deliverables

- UFMP outline
- Strategic plan
- Monitoring plan
- Administrative draft UFMP (Word document)
- Public draft UFMP and Public Comment Log (PDF and Word document)
- Final UFMP (PDF)
- Presentations at up to eight City council and commission meetings

Assumptions

- City staff will provide comments on the administrative draft within a 30-day period.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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”
SCHEDULE OF COMPENSATION

Dudek Labor Hours and Rates

Project Team Role:		Specialist III	Senior Specialist III	Specialist III	Analyst V	Specialist IV	Specialist I	Specialist IV	Project Director/ Environmental	GIS Analyst V	Creative Services IV	Total Dudek Hours	Dudek Labor Costs	Other Direct Costs	Total Fee
Team Member:		Kanami Otani	Ryan Allen	Kevin Cullinen	Jared Davis	Katrina Burritt	Alexandria Reed	Jeremy Cawn	Austin Ott	Christopher Starbird	Joshua Becker				
Billable Rate:		\$185	\$250	\$185	\$155	\$195	\$165	\$195	\$300	\$220	\$185				
Task 1: Project Management															
1.1	Kickoff Meeting	4	1	–	–	–	–	–	–	–	–	5	\$990	\$45	\$1,035
1.2	Meeting with the Project Team	60	2	–	6	–	6	–	–	–	–	74	\$13,520	–	\$13,520
1.3	Work Plan	4	–	–	–	–	12	–	–	–	–	16	\$2,720	–	\$2,720
1.4	Project Admin. QA/QC	40	24	–	–	–	–	–	–	–	–	64	\$13,400	–	\$13,400
Subtotal Task 1		108	27	–	6	–	18	–	–	–	–	159	\$30,630	\$45	\$30,675
Task 2: Community Engagement															
2.1	Outreach Plan	16	–	–	–	–	–	–	–	–	–	16	\$2,960	–	\$2,960
2.2	Online Survey	2	–	–	–	–	–	–	–	6	–	8	\$1,690	–	\$1,690
2.3	In-Person Focus Groups (2)	12	–	–	–	–	12	–	–	–	–	24	\$4,200	\$45	\$4,245
2.4	In-Person Events (3)	18	–	–	–	–	15	–	–	–	–	33	\$5,805	\$90	\$5,895
2.5	Working Group	16	–	–	–	–	8	–	–	–	–	24	\$4,280	–	\$4,280
2.6	Media Materials/Web Content	–	–	–	8	–	–	–	–	–	16	24	\$4,200	–	\$4,200
2.7	Summary Report	12	–	–	–	–	10	–	–	–	–	22	\$3,870	–	\$3,870
Subtotal Task 2		76	–	–	8	–	45	–	–	6	16	151	\$27,005	\$134	\$27,139
Task 3: Policies and Standards															
3.1	Policies, Documents, Reports	–	–	16	24	–	–	–	–	–	–	40	\$6,680	–	\$6,680
3.2	Tree Ordinance and Municipal Code	–	–	16	24	–	–	–	–	–	–	40	\$6,680	–	\$6,680
3.3	Tree Ordinance Update	12	4	12	32	–	–	–	–	–	–	60	\$10,400	–	\$10,400
Subtotal Task 3		12	4	44	80	–	–	–	–	–	–	140	\$23,760	–	\$23,760
Task 4: Urban Forest Resource Assessment															
4.1	Tree Inventory Sustainability	2	–	–	–	–	24	–	–	–	–	26	\$4,330	–	\$4,330
4.2	Canopy Cover Assessment	–	–	–	–	–	40	–	–	–	–	40	\$6,600	–	\$6,600
4.3	Canopy Cover Goal	2	–	–	–	–	24	–	–	–	–	26	\$4,330	–	\$4,330
4.4	Prioritized Planting Efforts	–	–	–	–	–	24	–	–	–	–	24	\$3,960	–	\$3,960
4.5	Wildfire and WUI Tree Analysis	–	–	–	–	–	8	50	12	–	–	70	\$14,670	–	\$14,670
4.6	Urban Forest Resource Report	6	–	–	–	–	24	8	4	–	10	52	\$9,680	–	\$9,680
Subtotal Task 4		10	–	–	–	–	144	58	16	–	10	238	\$43,570	–	\$43,570

Dudek Labor Hours and Rates

Project Team Role:		Specialist III	Senior Specialist III	Specialist III	Analyst V	Specialist IV	Specialist I	Specialist IV	Project Director/ Environmental	GIS Analyst V	Creative Services IV	Total Dudek Hours	Dudek Labor Costs	Other Direct Costs	Total Fee
Team Member:		Kanami Otani	Ryan Allen	Kevin Cullinen	Jared Davis	Katrina Burritt	Alexandria Reed	Jeremy Cawn	Austin Ott	Christopher Starbird	Joshua Becker				
Billable Rate:		\$185	\$250	\$185	\$155	\$195	\$165	\$195	\$300	\$220	\$185				
Task 5: Urban Forest Management Assessment															
5.1	Dept. Interviews/Ride Along	16	–	–	12	–	–	2	–	–	–	30	\$5,210	\$45	\$5,255
5.2	Budget/Staffing Analysis	–	4	32	–	–	–	–	–	–	–	36	\$6,920	–	\$6,920
5.3	Best Management Practices	–	–	–	16	–	–	–	–	–	–	16	\$2,480	–	\$2,480
5.4	Recommended Tree Species	–	–	–	–	32	–	–	–	–	–	32	\$6,240	–	\$6,240
5.5	Street Tree Plan	–	–	–	–	32	–	–	–	–	–	32	\$6,240	–	\$6,240
5.6	Urban Forest Management Report	4	4	8	12	16	–	–	–	–	–	44	\$8,200	–	\$8,200
Subtotal Task 5		20	8	40	40	80	–	2	–	–	–	190	\$35,290	\$45	\$35,335
Task 6: Urban Forest Management Plan															
6.1	Outline	6	–	–	–	–	–	–	–	–	–	6	\$1,110	–	\$1,110
6.2	Strategic Plan	16	4	–	–	–	–	–	–	–	–	20	\$3,960	–	\$3,960
6.3	Implementation Plan	24	–	–	–	–	–	–	–	–	–	24	\$4,440	–	\$4,440
6.4	Monitoring Plan	–	–	–	2	–	–	–	–	–	–	2	\$310	–	\$310
6.5	Admin Draft	60	32	40	40	6	40	–	–	–	–	218	\$40,470	–	\$40,470
6.6	Public Draft	40	–	–	–	24	–	–	–	–	50	114	\$21,330	–	\$21,330
6.7	Final Draft	20	–	–	–	8	–	–	–	–	20	48	\$8,960	–	\$8,960
6.8	City Council/Public Presentations	16	4	–	–	–	–	–	–	–	–	20	\$3,960	\$358	\$4,318
Subtotal Task 6		182	40	40	42	38	40	–	–	–	70	452	\$84,540	\$358	\$84,898
Total Hours		408	79	124	176	118	247	60	16	6	96	1330	–	–	–
Total		\$75,480	\$19,750	\$22,940	\$27,280	\$23,010	\$40,755	\$11,700	\$4,800	\$1,320	\$17,760	–	\$244,795	\$582	\$245,377
Percent of Hours (Base)		31%	6%	9%	13%	9%	19%	5%	1%	0%	7%	–	–	–	–

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”

SCHEDULE

Tasks	Months																				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Task 1: Project Management and Coordination	Kickoff	Monthly Meetings, Project Administration and QC →																			
Task 1.3: Work Plan	Work Plan																				
Task 2: Community Engagement																					
Task 2.1. Community Outreach Plan	Outreach Plan																				
Task 2.2. Online Community Survey			Develop	Online Survey																	
Task 2.3. In-Person Focus Groups (2)				FG 1			FG 2														
Task 2.4: In-Person Outreach Events (3)			1		2			3													
Task 2.5. Working Group (3)				WG 1				WG 2			WG 3										
Task 2.6. Media Materials and Web Content			1				2					3									
Task 2.7. Community Engagement Summary Report											Report										
Task 3: Policies, Standards, and Integreation																					
Task 3.1 Review City Policies, Documents, and Reports		Review of Policies, Docs, Reports																			
Task 3.2: Reviews of City Tree Ordinances and Municipal Code				Review of Ord and Code																	
Task 3.3: Tree Ordinance Update							Draft & City Revisions										Final Draft		Adoption		
Task 4: Urban Forest Resource Assessment																					
Task 4.1: Tree Inventory Sustainability Assessment		Inventory Analysis																			
Task 4.2: Canopy Cover Assessment				Canopy Cover Assessment																	
Task 4.3: Establishing a Canopy Cover Target							Canopy Cover Target														
Task 4.4: Prioritized Planting Efforts							Prioritized Planting														
Task 4.5: Wildfire and WUI Tree Inventory Analysis		WUI Assessment																			
Task 4.6: Urban Forest Resource Report								Report													
Task 5: Urban Forest Management Assessment																					
Task 5.1. Department Interviews		Department Interviews & Ride Along																			
Task 5.2. Budget and Staffing Analysis				Budget/Staffing Analysis																	
Task 5.3. Best Management Practices					BMPs																
Task 5.4: Tree Species Recommnedations				Species Recommendations																	
Task 5.5. Street Tree Plan						Street Tree Plan															
Task 5.5. Urban Forest Management Report								Report													
Task 6: Urban Forest Management Plan																					
Task 6.1: Outline							Outline														
Task 6.2: Strategic Plan								Strat Plan													
Task 6.3: Implementation Plan									Implementation Plan												
Task 6.4: Monitoring Plan											Monitoring										
Task 6.5: Admin Draft										Administrative Draft											
Task 6.6: Public Draft												Public Draft		Comment							
Task 6.7: Final UFMP														Final							
Task 6.8: City Council and Public Presentations (8)		Meetings		Meetings			Meetings			Meetings						Adoption					
Task 7: Optional Tasks																					
Task 7.1: Historic Canopy Change						Canopy Change															
Task 7.3: Story Map									Story Map												