

**AGREEMENT FOR PROFESSIONAL SERVICES  
WITH THE CITY OF MURRIETA (“CITY”)**

Project Name/Description (“**Project**”): Preparation of Community Wildfire Protection Plan

Contract Number:

Consultant Name (“**Consultant**”): Dudek

Consultant Business Type: Corporation

Consultant Address: 605 Third Street, Encinitas CA, 92024

Consultant Representative Name and Title (“**Consultant Representative**”): Dana Link-Herrera,  
Wildfire Resilience Planner

Consultant Representative Work Phone and Email: (805) 308-8533, dlinkherrera@dudek.com

**Termination Date:** July 30, 2026

Total Not-To-Exceed Contract Amount (“**Contract Sum**”): **\$150,000**

**(Base Contract Amount: \$125,000, 20% Contingency: \$25,000)**

City Department Contact (“**Department Contact**”): Doug Strosnider, Fire Marshal

Department Contact Work Phone and Email: (951) 461-6153, dstrosnider@murrietaca.gov

Is Federal Funding Being Used to Fund Any Part of The Project (Yes/No): No

## **RECITALS**

The City desires to contract with a Consultant to provide professional services as more further set forth herein.

The City circulated a Request for Quotes or Proposals for the above-described professional services.

Consultant submitted a proposal to City to provide the above-described professional services.

City Staff has reviewed all the proposals and after considering the demonstrated competence of Consultant, the professional qualifications of Consultant, and the fairness and reasonableness of Consultant's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Consultant.

Click or tap here to enter text.

## **AGREEMENT FOR PROFESSIONAL SERVICES WITH THE CITY OF MURRIETA (“CITY”)**

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made and entered into as of the effective on the date executed by the City by and between CITY OF MURRIETA, a California municipal corporation (“**City**”) and (“**Consultant**”). City and Consultant may be referred to individually as “**Party**” or collectively as “**Parties.**” 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, 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 City entering into this Agreement, Consultant represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) perform the services under this Agreement in a manner that is consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar locality at the time of performance (the “**Standard of Care**”).
- 1.2 Consultant’s Proposal.** The Scope of Services shall include the scope of services or work included in Consultant’s proposal or bid, 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 or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant’s proposal or bid, other than description of scope of services or work and assumptions, shall apply to this Agreement, unless specifically agreed to by City in writing.
- 1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.
- 1.4 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 Consultant to run its business and perform professional services. 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 Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

- 1.5 Familiarity with Work.** By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c) fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.
- 1.6 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 is familiar with and/or has inspected 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 City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.
- 1.7 Prevailing Wages.** If services include 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.
- 1.8 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 rates specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation for all work, including reimbursement for actual expenses, shall not exceed the Contract Sum set forth above. Compensation may include reimbursement, for actual and necessary expenditures, if both are specified in the Schedule of Compensation, as well as approved by City in advance. The total not-to-exceed amount of this Agreement is \$150,000, which includes a 20% contingency (\$25,000) to cover unforeseen conditions or additional work as approved in writing by the City. The City may authorize the additional work or changes to the scope using the included 20% contingency without requiring a formal contract amendment, provided the total compensation does not exceed the maximum authorized amount.
- 2.2 Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this

Agreement, Consultant is certifying compliance with all provisions of this

Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. 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 Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

### **ARTICLE 3. PERFORMANCE SCHEDULE**

- 3.0 Time of Essence.** Time is of the essence in the performance of this Agreement.
- 3.1 Term.** The Agreement shall commence and become effective upon the date executed by the City and will continue until the Termination Date. This Agreement may be extended for up to two, additional one-year periods upon the mutual agreement in writing of both parties.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of any ongoing services, which shall be no later than the Termination Date set forth above. Notwithstanding the foregoing, the Indemnification and Insurance provisions set forth in Article 5 shall survive the termination 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 from City 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.
- 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 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 City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City 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 City such delay is justified. City’s determination shall be final

and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

#### **ARTICLE 4. COORDINATION OF WORK**

- 4.1 Representative of Consultant.** The Consultant Representative is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative 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. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.
- 4.2 Department Contact for City.** The Department Contact (or other person designated by the City Manager) shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Department Contact is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.
- 4.3 Approvals from City.** City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the Contract Manager, City Manager or by their delegate as provided for in writing.
- 4.4 Independent Contractor.** Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under 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 officers, employees, agents or subcontractors, are officers, employees or agents 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. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer,

employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

- 4.5 Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other City to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

## **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

- 5.1 Insurance Coverages.** Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit E** and incorporated herein by this reference.

**5.2 Indemnification.**

**(a) General Obligations.** Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or City 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 City for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including



legal costs and reasonable attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City's sole negligence or willful misconduct, 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 indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

(c) Pursuant to the full language of California Civil Code §2782, Design Professionals agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the Design Professional. The City agrees that in no event shall the cost to defend charged to the Design Professional exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

(d) Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of City, provided, however, Consultant shall be responsible for City's defense costs to the extent such costs are incurred as a result of Consultant's negligence, recklessness or willful misconduct.

**5.3 Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all

Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful

act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under 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 (“**books and records**”) as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City 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. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents 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 Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (“**documents and materials**”) prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/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. Consultant may retain copies of such documents and materials 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 and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant 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 City. Notwithstanding the foregoing, any reuse of the documents and materials beyond the original purpose for which it was created and any modifications of the documents and materials, by City or a third person or entity authorized by City, shall be at City’s sole risk and without liability or legal exposure to consultant.
- 6.3 Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its 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 City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City 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 immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City may have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including reasonable attorney’s fees, caused by or incurred as a result of Consultant’s conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately 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; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) 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 Riverside, State of California, or any other appropriate court in such county, and Consultant 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 Riverside, State of California.
- 7.2 Suspension, or Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days’ notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension,

without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

- 7.3 Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, 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 ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, 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 by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.
- 7.4 Termination for Default of Consultant.** If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and 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 City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City therefor.
- 7.5 Termination for Default of City.** Consultant may stop work and/or terminate this Agreement upon 10 days' written notice to City in the event City is in breach of any provision of this Agreement, and City fails to cure such breach during such 10-day period.
- 7.6 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 Consultant to insure, indemnify, and protect City as elsewhere provided herein.

- 7.7 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. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- 7.8 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.
- 7.9 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.
- 7.10 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 attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such

litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

## **ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION**

- 8.1 Non-liability of City Officers and Employees.** No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to 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 City. 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. City, in its reasonable discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of 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 this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. 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.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

- 9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of

City addressed to City Clerk at City of Murrieta, 1 Town Square, Murrieta California 92562, and in the case of Consultant, to the person(s) at the address designated on the cover 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, headings used, 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 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 as to the Agreement. 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 prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, 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 Consultant and by City.
- 9.5 Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties 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 No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies in Section 7.4 and any and all remedies at law or equity.
- 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) 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.

**9.8 Federal Funding.** If federal funding is being utilized to fund any part of the Project, as indicated on the Cover Page of this Agreement, the terms of **Exhibit F** are hereby incorporated herein by this reference. If no federal funding is being utilized, Exhibit F may be omitted.

**[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 MURRIETA, a California municipal corporation

By: \_\_\_\_\_  
Justin Clifton, City Manager

**Effective Date:**

**ATTEST:**

\_\_\_\_\_  
Cristal McDonald, City Clerk  
Date:

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Tiffany Israel, City Attorney  
Date:

**CONSULTANT: Dudek**

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Consultant’s business City.**

By: Joseph Monaco  
Name: Joseph Monaco  
Title: President and CEO  
Date: September 26, 2025

By: Helder Guimaraes  
Name: Helder Guimaraes  
Title: CFO  
Date: September 26, 2025

**EXHIBIT "A"**

**SCOPE OF SERVICES**

**I. Consultant will perform the following Services:**

As described in the Scope of Work attached as Exhibit A, in line with the terms and conditions in this Agreement.

**II. In addition to any other requirements of this Agreement, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:**

As described in the Scope of Work attached as Exhibit A, in line with the terms and conditions in this Agreement.

**III. 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 if not in accordance with the Standard of Care.**

**IV. Consultant will utilize the following personnel to accomplish the Services:**

Consultant shall ensure all personnel assigned to perform the services are appropriately qualified and have the expertise required to complete the work in a competent and timely manner.

# Work Plan

## EXHIBIT A

### Understanding

Dudek understands that the City of Murrieta (City) is initiating a project to develop a CWPP alongside efforts to conduct hazardous fuels reduction treatments for City-owned properties. The City's goal is to enhance public safety through proactive wildfire risk reduction. As such, the CWPP will be tailored to the City's unique needs and serve as a long-term foundation for implementing wildfire risk mitigation strategies. The City has been threatened by numerous wildfires, including the 2017 Liberty Fire, the 2019 Tenaja Fire, and recently the 2025 Baxter Fire. These fires have threatened residential neighborhoods, prompted evacuations and evacuation warnings, and emphasized the need for the City to take proactive steps towards community protection. In addition to residential areas, there are numerous other assets at risk in the City, including schools, parks, a community center, an equestrian center, and numerous water storage facilities and powerlines. Development of the CWPP will also seek input from neighboring stakeholders to strengthen the plan's effectiveness and alignment with the neighboring Temecula CWPP and the existing CWPP for the Southwest Riverside County Fire Safe Council. The goal of this project will be to prepare a functional and usable CWPP that continues to further the City's efforts toward wildfire resilience.



Through our experience developing CWPPs, we understand the importance of community engagement and local considerations to the success of the plan. We are committed to developing CWPPs that are tailored to the plan area, address the plan area's unique wildfire risks, address the needs and priorities of the communities therein, and consider all stakeholders, regulations, and existing and planned wildfire risk mitigation efforts in the plan area. The project will need to take into consideration City planning efforts, community interests, environmental guidelines, and projects planned by partner or neighboring agencies. Coordination with neighboring cities, landowners, or land management agencies and adjacent jurisdictions and affiliated organizations will help garner support for fire risk reduction projects as well as boost the efficacy of these projects.

The CWPP will identify the City's wildfire environment, community resources at risk from wildfire, and existing challenges faced by the City related to wildfire and will include an action plan that outlines wildfire risk reduction strategies for the community. Such strategies must consider the plan area as well as the larger surrounding region. Proposed wildfire mitigation strategies will be in balance with sustainable ecological management and fiscal resources and will include strategies such as (but not limited to) hazardous fuels reduction, community outreach and education, structural retrofits, defensible space creation and enforcement, fire preparedness, and evacuation planning.

We have reviewed the project's Request for Proposals to develop our proposed approach, which is consistent with our approach on other successful CWPPs we have completed. We can also work with the City to modify this

approach to meet City goals and objectives, as necessary, at the start of the project as well as throughout the CWPP development process. A schedule corresponding to each task described below is included in Figure X.

## Approach and Methodology

### Task 1: Collaboration and Stakeholder Engagement

#### Task 1.1: Kickoff Meeting

---

We will start the project by scheduling and hosting a kickoff meeting (proposed to be held virtually via Zoom) to coincide with our initial data gathering and review effort. The kickoff meeting will enable the City and the Dudek team to establish lines of communication, discuss milestones/critical paths, and begin the CWPP process. The kickoff meeting will also provide a forum to discuss the schedule for field assessments and outreach meetings. In our experience, gaining input from stakeholders in the early stages of the CWPP process is critical to develop a document that will be approved and implemented. We anticipate that, at a minimum, the City's project manager will be in attendance at the kickoff meeting. It may also make sense to include other stakeholders, including, but not limited to, the City manager, the City planning manager, and a representative from the Murrieta Fire Department (if the City's project manager is not part of the Fire Department).

#### Task 1.2: Conduct Community Outreach

---

Long-term community involvement and education is an important component of any successful CWPP. We recognize that each community is unique and requires a tailor-made community engagement plan to meet community member needs. The Dudek team will first consult with City staff to identify stakeholders, key residents, and/or organizations to accomplish goals and priorities for fostering the participation of diverse stakeholders and public education avenues. The following community outreach activities are based on the core values and public participation goals of the International Association for Public Participation and aim to ensure that those affected by the CWPP and wildfire management have a voice in the process:

- **Inform:** To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, and/or solutions
- **Consult:** To obtain public feedback on analysis, alternatives, and/or decisions
- **Involve:** To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered
- **Collaborate:** To partner with the public in each aspect of the decision, including the development of alternatives and the identification of the preferred solution
- **Empower:** To place final decision making in the hands of the public

#### Task 1.2.1: Development Team Establishment and Coordination Meetings

---

We will work with the City's project manager to identify and formalize a CWPP Development Team. We understand that some potential members may have already been identified, and we will work with the City to finalize this team. Members of this team are anticipated to include representatives from land management agencies, Murrieta Fire Department, neighborhood associations, community groups, and community members, amongst others. The Development Team will be engaged throughout each stage of the project.

We anticipate holding monthly meetings with the Development Team to provide updates on project progress, each estimated at 1 hour in duration. We will schedule and organize the meetings and propose to host them via Zoom

to facilitate attendance by as many team members as possible. The Development Team meetings will be used to gain valuable insight into community priorities and concerns, strategize additional community outreach and engagement efforts with the team, and solicit feedback from the team on our analysis approach, recommendations, and drafted sections of the CWPP.

We also anticipate one focused agency meeting to be held with members of land management and regulatory agencies that may have input on CWPP recommendations. We also anticipate hosting this meeting via Zoom and estimate that it will be 2 hours in length. We will work with the City to determine the appropriate timing for this meeting.

Should the City desire modifications to the quantity or timing of the Development Team and/or agency meetings previously discussed, we can modify our approach and cost.

#### Task 1.2.2: Community Workshops

We will work with the City's project manager to conduct one in-person community workshop and two virtual workshops. We will facilitate these community workshops to better understand the community's perspectives and priorities related to reducing wildfire risk. We anticipate that the City will be able to assist with scheduling and reserving appropriate meeting space for the in-person workshop. This scope of work does not include costs for meeting space reservations.

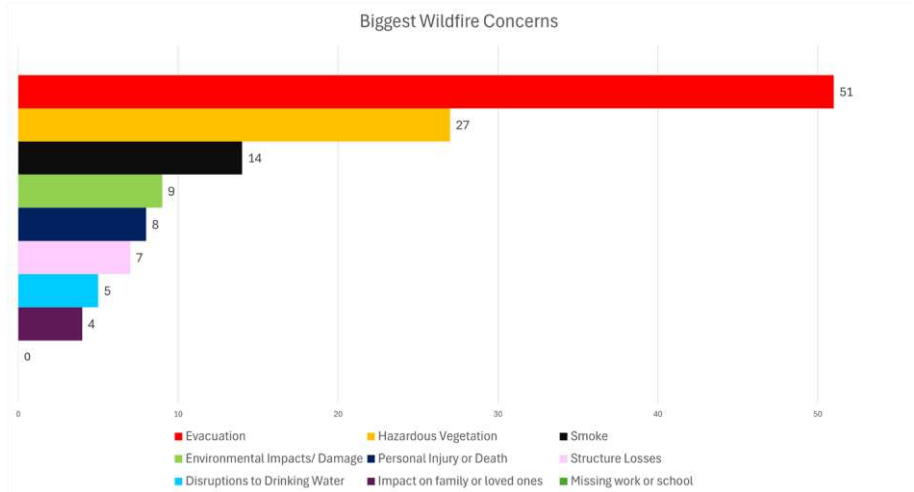


*Community workshop attendees (community and agency representatives) participating in engagement activities facilitated by Dudek*

We anticipate that the first two community

workshops (one in-person and one virtual) would occur after the first draft of the CWPP is complete and preliminary data analysis can be shared. Providing one in-person and one virtual meeting would allow for a wider variety of participants. These workshops would consist of an engaging agenda of activities, including a brief presentation and introduction to the project, followed by group activities and discussions facilitated by Dudek. The group activities would be used to gain public feedback on the community's top priorities and concerns related to wildfire and identify strategies for achieving community-scale wildfire resilience. We anticipate that a third community workshop will be held after the public draft CWPP has been prepared so the public draft CWPP can be presented and discussed. We anticipate this third meeting would be held virtually via Zoom. This meeting will focus on soliciting public comment and feedback on the public draft CWPP. We will work with the City to identify optimal timing of the community workshops, or if additional community workshops would be beneficial to the project.

We will collect and analyze input received during the community workshops. This information will be used to inform the CWPP Action Plan, to ensure the community is in support of CWPP recommendations. Community input will be compiled into an appendix, with key results showcased in the CWPP StoryMap.



*Sample analysis of community input*

Additionally, Dudek will work with the City to determine the need for live interpretation and translation services. Costs for these services are not included in this scope of

work and will be provided if this service is determined to be necessary. We have identified a subcontractor, Excel Interpreting and Translating, should these services be needed. We have worked with Excel on several projects.

Task 1.2.3: Project StoryMap Webpage

We will work with the City to develop a project webpage, to be hosted on the Esri ArcGIS StoryMaps platform. The CWPP StoryMap will function as a community outreach platform for disseminating project information to the public, including meeting schedules, CWPP drafts, maps, and other public information related to the CWPP project. Additional details regarding the project webpage and StoryMap are discussed in Task 4.

Task 1.2.4: Supporting Materials

The Dudek marketing and graphics team will prepare outreach materials that will communicate the purpose, goals, and objectives of the CWPP and promote the engagement opportunities through infographics. We will begin by preparing a project style guide based on the City’s style guide requirements (if any). The style guide will create consistent branding in all CWPP materials and communications and is to be followed for all outreach materials and the StoryMap. With input from key community members and the City, we will identify strategic media outlets for these outreach materials, such as social media, radio, local

*Sample bilingual outreach materials created by the Dudek graphics team*

television, newspapers, and other venues, to engage the public in the CWPP process.

### Deliverables

- Kick off meeting agenda, notes, and facilitation
- Development Team meeting agendas, notes, and facilitation
- Preparation of materials (agenda, presentation slides, activity posters/maps, handouts, etc.) for community workshops and facilitation of community workshops
- Analysis of community feedback
- Project StoryMap website
- Outreach and educational materials

### Assumptions

- All relevant GIS files and other existing materials for review (e.g., vegetation, roads, assets, infrastructure locations, plans, policies, etc.) will be provided by the City or will otherwise be publicly available.
- The City project manager will assist with identifying and obtaining contact information for Development Team members.
- The City project manager and/or City staff will assist with disseminating information to the public.
- The City project manager and/or City staff will assist with reserving meeting space for community workshops.

## Task 2: Risk and Hazard Assessment

### Task 2.1: Review Existing Information

We will compile and review existing local policy, planning, and management documents, including any existing or proposed vegetation management or wildfire risk reduction projects, for the City and other applicable jurisdictions. We will also review existing information related to transportation and mobility during evacuations, including the roadway network and transportation goals and policies identified in City planning documents.

This task will also include collecting, processing, and managing all relevant datasets. Review of these materials and data will be critical to understanding the existing fire environment, regulatory framework, and collaborative opportunities, which will inform our analysis, recommendations, and action plan for the CWPP. The CWPP would aim to build upon and complement existing planning efforts where possible. Data review will also include identification of data gaps, which will be discussed with the City. We expect to review and/or process the following background information:

- Existing CWPP for the plan area and surrounding areas
- Relevant wildfire and ignition history datasets
- Local plans, policies, and regulations (e.g., City Climate Action Plan, Emergency Operations Plan, General Plan, City Code of Ordinances, Local Hazard Mitigation Plan)
- Local fire planning documents (e.g., the City's Vegetation Management and Mitigation Plan (including associated modeling and mapping data) and the CWPPs developed for neighboring Temecula and the Southwest Riverside County Fire Safe Council)
- City digital map databases
- Roadway network data



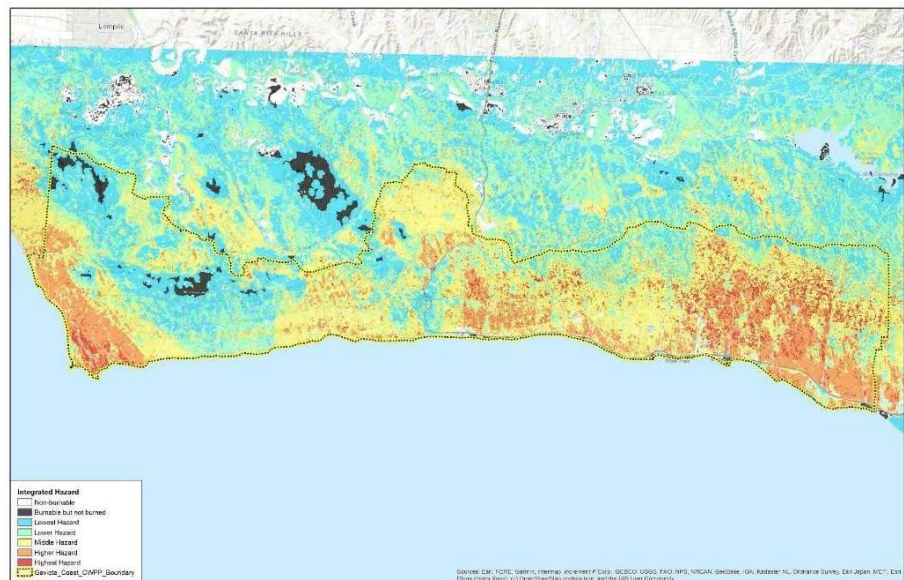
- Available fire hazard mapping data and other pertinent GIS files (e.g., vegetation/land cover, terrain, roads, assets, parcels)
- Fuel treatment datasets
- Local weather data
- Current literature regarding fuel reduction treatments and community protection
- Any additional relevant documents identified by the City during the kickoff meeting

**Task 2.2: Field Assessment**

Our initial effort in conducting a wildfire risk assessment will involve field surveys to better understand the fire environment present in the plan area. The field assessment will include an evaluation of terrain, vegetation/fuel types, treatment areas, road/access conditions, landscape characteristics, structure conditions, and other environmental variables that may increase wildfire risk or prohibit fuels treatment activities. For this initial field assessment, we anticipate that the City project manager and representatives from Murrieta Fire Department would be in attendance. The presence of City and local fire experts during this assessment will result in greater efficiency as well as important information exchange. The field visits would be general and would focus on identifying and visiting areas of concern. These assessments would also focus on field verification of base datasets to be used for hazard and risk modeling. Field evaluations are intended to be general, without detailed property and site mapping.

**Task 2.3: Hazard Modeling**

We propose utilizing the fire hazard modeling tools embedded in the GIS-based IFTDSS application to model wildfire hazard for the plan area. IFTDSS utilizes two embedded models, FlamMap and Minimum Travel Time (MTT). IFTDSS models fire behavior in a spatial GIS environment to determine wildfire hazard. The IFTDSS modeling approach incorporates LANDFIRE vegetation/fuel and terrain data, as well as user-input wind and weather data. For hazard modeling purposes, we propose to model Integrated Hazard (a combination of modeled wildfire intensity and burn probability) within IFTDSS’s Landscape Burn Probability tool. We



*Sample Integrated Hazard modeling results using the IFTDSS modeling approach. This map depicts high fire hazard areas (red being highest hazard).*

will also model flame length, rate of spread, and fire line intensity in IFTDSS under the Landscape Fire Behavior tool. Where feasible, we will utilize and incorporate modeling and mapping data generated during development of the City’s Vegetation Management and Mitigation Plan.

To evaluate wildfire ember generation, we propose to use FlamMap software to model fire behavior, specifically spotting potential. FlamMap operates in a GIS/spatial environment, which allows for exporting data layers to

evaluate along with other hazard modeling results. The spotting potential analysis in FlamMap models ember generation from torching trees and calculates spotting distance. This output data will be used to generate spotting potential GIS data layers for further analysis and mapmaking.

For IFTDSS and FlamMap modeling, we also anticipate using historical weather data from the Weather Information Management System and/or Remote Automated Weather Stations to determine appropriate weather inputs (e.g., fuel moisture, wind speeds) for the modeling runs. We anticipate using 97th percentile weather outputs (associated with a Santa Ana wind event) from the FireFamily Plus software package in fire behavior modeling efforts. Weather inputs will consider localized wind and weather patterns (e.g., Lake Elsinore effect).

We anticipate the following wildfire hazard model outputs would be generated:

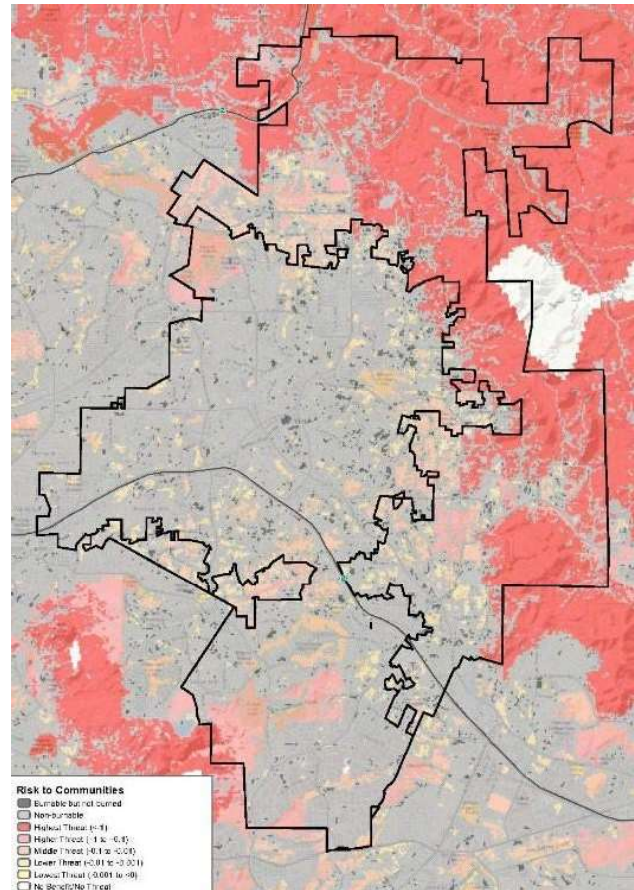
- **Landscape Level Wildfire Behavior:** Landscape Level Wildfire Behavior outputs will include spatial model results for expected flame lengths, rate of spread, and fire line intensity. Fire behavior outputs will be provided for 97th and 50th percentile weather conditions. These maps will characterize the potential for extreme fire behavior in the plan area and will be utilized to inform the risk analysis (Task 2.4).
- **Landscape Burn Probability:** Landscape Burn Probability quantifies the relative likelihood and intensity of a fire occurring under a fixed set of weather and fuel moisture conditions. Outputs include burn probability, conditional flame length, and Integrated Hazard. Integrated Hazard combines burn probability and conditional flame length outputs to identify areas where high-intensity wildfire is most likely to occur and can inform CWPP recommendations. This analysis will assist in determining where vegetation management or other mitigations can be conducted to best protect values at risk.
- **Fire Progression Maps and Major Fire Flow Paths:** Fire progression modeling from likely or historic ignition locations during specific weather conditions will be performed to identify how fire may spread toward and within the plan area. The analysis will utilize the MTT tool in FlamMap to identify major paths of fire spread that have the potential to threaten assets within the city.

**Task 2.4: Risk Modeling**

Dudek proposes also utilizing the GIS-based IFTDSS application to model wildfire risk for the plan area by performing a Quantitative Wildfire Risk Assessment (QWRA). The QWRA utilizes the IFTDSS Integrated Hazard modeling output (described in Task 2.3) in a spatial GIS environment and compares the Integrated Hazard modeling results with assets at risk from wildfire (e.g., communities, infrastructure, natural resource values) to determine and quantify wildfire risk. We will work with the City to determine the assets to evaluate in the QWRA.

The wildfire risk assessment output will include a GIS data layer representing the QWRA outputs for the plan area as well as an IFTDSS-generated report quantifying the risk associated with analyzed assets. The results of the Integrated Hazard analysis and QWRA will also be analyzed with other GIS data sets to further evaluate risk in the plan area (see below). The results of this analysis will inform preparation of the CWPP.

We will also prepare a document that summarizes the wildfire risk analysis and identifies model inputs, assumptions, and constraints to be included as an Appendix to the CWPP. The Integrated Hazard, QWRA data, and relevant fire behavior, burn probability, and vegetation mapping data from the IFTDSS program will be made available for use in further analysis and/or map making. All data will be managed in Esri ArcGIS, and all data products delivered to the City will be in Esri format (i.e., shapefile, grid, or geodatabase).



*Sample wildfire risk modeling results using the QWRA approach. This map depicts risk to structures in the assessment area (red being highest risk) for project prioritization efforts.*

**Additional Analysis**

As a part of the analysis, we will also review and analyze the hazard and risk modeling results in relation to other relevant datasets, such as structure locations, ember load, fuel loading, fuel age, ignition likelihood, emergency access, and others. This effort may further refine and identify areas of high relative wildfire risk based on a composite approach that accounts for multiple factors that are believed to influence wildfire risk. The results of this analysis will inform risk reduction recommendations. Further, the composite nature of the risk assessment will allow mitigation efforts to be tailored based on specific risk factors (e.g., prioritize evacuation preparedness and education in areas with single egress and ingress, or prioritize defensible space and home-hardening efforts in areas in close proximity to vegetation predicted to burn at high intensity).

The risk and hazard modeling data and relevant fire behavior and vegetation mapping data will be made available for use in further analysis and/or mapmaking.

### Deliverables

- GIS mapping files for Integrated Hazard and QWRA modeling
- Document summarizing the wildfire risk analysis process

### Assumptions

- The field assessment will take 2 days (should additional field assessment time be necessary, a budget amendment request will be provided).
- Asset data will be publicly available or made available by the City.

## Task 3: Mitigation Planning

The draft CWPP will develop a mitigation strategy for clearing city-owned properties. Identification of these properties will be based on the risk assessment findings (Task 2), input from City staff, community members, and stakeholders (Task 1), and review of previous planning efforts (Task 1 and 5). The mitigation strategy will include best management practices (BMPs) for all treatment types and activities, including mechanical, manual, biological, chemical, and prescribed fire treatment methods. These BMPs will align with industry and local standards and will be based on the latest fire ecology and fire behavior research.

Dudek will draft mitigation strategies describing the recommended fuel treatments that can be implemented on City-owned property to reduce wildfire hazards. The mitigation strategies will describe fuel treatment recommendations based on fuel model and vegetation cover types. Fuel treatment recommendations will incorporate treatment descriptions for initial treatments and maintenance treatments. Recommended treatment methods will also be described and will be based on accessibility and wildfire environment type (urban, WUI, or rural/wildland). Finally, the mitigation strategy will include a field assessment methodology for evaluating fuel conditions on City-owned properties.

In addition to the fuel treatment recommendations, Dudek will prepare an assessment of the fuel treatment priorities within City-owned properties. The assessment will include the methodology used by Dudek to prioritize treatment sites and a prioritized list of fuel treatment sites based on wildfire risk and the vulnerability of community resources.

Dudek anticipates the mitigation strategies and priority project areas will be included in the broader Action Plan developed for the CWPP (Task 6). The final version of the mitigation strategies would incorporate City, development team, and public comments after the review of the draft CWPP.

### Deliverables

- Draft mitigation strategies
- Mapped potential project areas on City-owned property

### Assumptions

- Asset data will be publicly available or made available by the City.

## Task 4: GIS Story Mapping

We propose presenting the CWPP and supporting materials in a StoryMap format. To begin the StoryMap development, we will compile necessary GIS data, photos, and text to be included in the CWPP. We anticipate that the StoryMap will be a graphical and map-based document, with a reduced volume of text. Where necessary, we can link to documents where longer written explanations are necessary to explain datasets (e.g., wildfire risk assessment methodology) or wildfire mitigation concepts. We will work with the City to determine the preferred

StoryMap template to be used for the CWPP, and the CWPP design will follow the project style guide developed during Task 1.2.4. We will develop an outline of the proposed ArcGIS StoryMap for City review and comment.

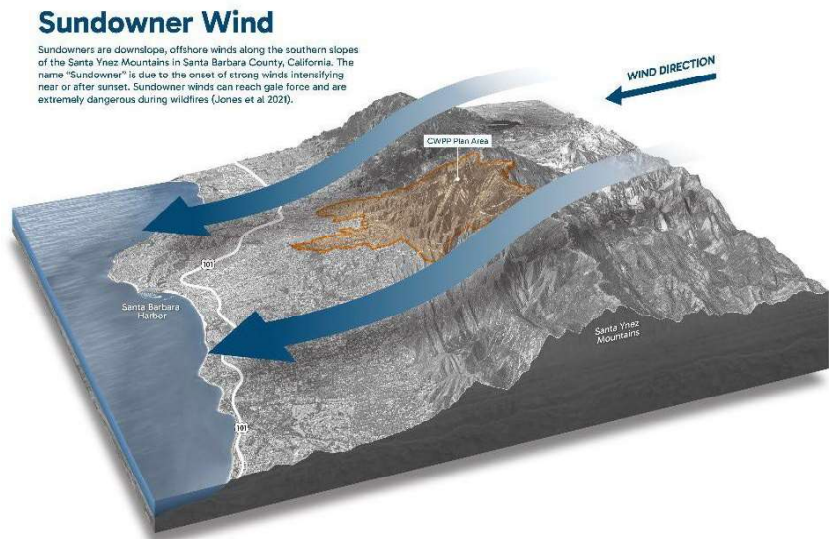
Following approval of the proposed StoryMap outline, we will create the StoryMap, complete with project details and interactive mapping. The layers will be organized in the table of contents and symbolized appropriately, and the StoryMap and associated interactive maps will be published to the City's ArcGIS server.

We will create the StoryMap tour using Esri's configurable online tools. We

will build the StoryMap tour to be interactive and functional such that it is easily explored by the end user. Various configuration settings will be selected, such as the layout, colors, and headers. We will then add the titles and captions for the main application and each photo. This is a critical step, and care will need to be taken to ensure concise and well-written descriptions will be used to ensure Americans with Disabilities Act (ADA) compliance. The photos and text will then be organized to ensure the application functions elegantly for the end user. During the StoryMap development process, Dudek GIS staff will work with our graphics team to ensure the StoryMap application is visually appealing and includes infographics to communicate wildfire concepts and analyses. This will involve the placement of the application components, such as the photos, text, and interactive map. In addition, the Dudek graphics team will use the project style guide to determine text font, symbols, and color choice of the application features.

Dudek will prepare a series of base maps to be included in the CWPP StoryMap. Several of these maps will also be used during community outreach efforts. Some maps will be generated following completion of the wildfire risk assessment, utilizing IFTDSS and FlamMap to model out data layers. We anticipate the following datasets will be used in CWPP mapping:

- WUI boundary and adjacent jurisdiction's WUI area
- Fire hazard severity areas
- Vegetation/fuel type
- Terrain (slope)
- Fire and ignition history
- Land use
- Assets (e.g., community areas, infrastructure, existing fuel treatment areas)
- Sensitive resource areas
- Fire hazard and risk modeling results



*Sample graphic prepared by Dudek to communicate unique wind conditions that contribute to fire risk*

- Potential fuel treatment areas
- Community-specific project recommendations

As discussed, we propose utilizing a digital, online format for CWPP presentation (ArcGIS StoryMaps). Therefore, some of the map layers previously identified may be utilized in online map presentation. Hard copy and static digital maps (PDF) can also be generated, should the City prefer that approach.

#### **Deliverables**

- Outline of the proposed ArcGIS StoryMap for City review and comment
- StoryMap template set up
- Digital map files (PDF)
- Digital GIS files in Esri ArcGIS-compatible format (shapefile, grid, geodatabase, map package)

#### **Assumptions**

- All available and relevant GIS data will be made available by the City.
- Publicly available GIS datasets will be utilized where necessary.
- The City's GIS department will provide access to the City's (ArcGIS Online) AGOL account and an ArcGIS creator license for developing the CWPP StoryMap. If the City does not have an AGOL account and creator license, Dudek can set this up for an additional cost, to be based on Esri's fees.

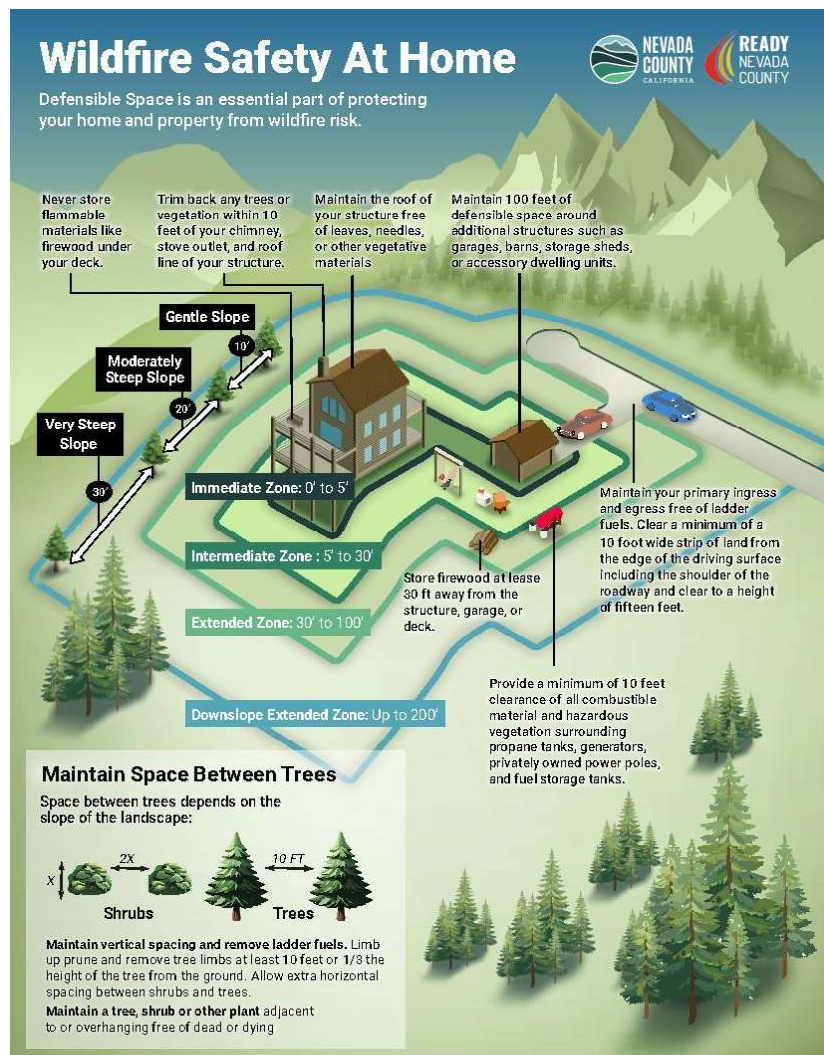
## Task 5: Plan Integration

### Task 5.1: Plan Alignment

The CWPP will be consistent with and complement the City’s General Plan and Emergency Operations Plan, as well as other applicable documents and materials reviewed during Task 1.2. To facilitate coordination and maintaining consistency between these plans and the CWPP, we will develop a matrix that outlines the applicable goals, policies, ordinances, and regulations related to wildfire established by these plans that are existing (or in progress) for the City/region. The CWPP goals will then complement and/or build upon those identified in previous efforts. Explanations will be provided where modifications are necessary to align CWPP goals with existing planning documents.

### Task 5.2: Clearing Standards

The CWPP will include vegetation management standards that are consistent with the Murrieta Municipal Code, the California State Fire Code, and the 2024 International WUI Code. We assume these standards will be used by the City to provide guidance for defensible space for existing development (as opposed to the City’s Fuel Modification Guidelines for new development). We anticipate that the standards will address species, spacing, and maintenance



Sample graphic prepared by Dudek to relay important defensible space information to property owners

requirements for defensible space in fire hazard areas and will be accompanied by a detailed graphic. The Dudek graphics team is skilled at preparing infographics for public distribution that are easy to understand and clearly communicate code requirements and best practices (see figure 5.2). These standards will provide guidance for property owners to increase wildfire resilience on their property, including vegetation clearance and home hardening recommendations.

## Task 6: Action Plan Development

The Action Plan will incorporate the mitigation strategies developed in Task 3, as well as additional actions for achieving the goals of the CWPP. The Action Plan will be organized into categories, including structural ignitability, defensible space, vegetation management/fuel reduction, evacuation, emergency communication, community outreach and education, funding, and post-fire recovery.



*Sample Action Plan categories*

The Action Plan will include Citywide actions, as well as actions tailored to the community and neighborhood scale. The Action Plan will be presented in table format and will include details regarding responsible party, timing, funding, issue(s) addressed, and priority level. In addition to written action items, the Action Plan will include detailed mapping of priority projects identified for vegetation management to reduce wildfire risk. These priority projects will be identified based on City, Development Team, community and stakeholder input (Task 1); the results of the hazard and risk analysis (Task 2); and mitigation planning efforts (Task 3). Additionally, the Action Plan will incorporate and build upon actions and priority projects identified by the City’s Vegetation Management and Mitigation Plan (VMMP), neighboring CWPPs, and other wildfire planning efforts to create a network of risk reduction actions.

The CWPP will also include an implementation plan for maintaining the CWPP and monitoring implementation of the action items and mitigation strategies. The implementation plan will include specifics related to timing of implementation, review and revision cycles for the CWPP, and continued community engagement strategies.

**Task 7: Final Deliverables**

**Task 7.1: Draft CWPP**

Following data acquisition, map development, wildfire risk assessment, and community outreach, we will prepare the draft CWPP in a Word document, to be later incorporated into the StoryMap. The draft CWPP will be prepared in coordination with the City and the Development Team and will be developed according to the CWPP Guide (California CWPP Toolkit). The draft CWPP will reflect current conditions and priorities and will use the results of the wildfire risk assessment as a basis for project identification and prioritization. The draft CWPP will include a summary of the CWPP process, including details of the steps taken, outreach strategies employed and results, and identification of those involved in plan development.

We will seek feedback from the City and development team on the first draft of the CWPP before making it available for public and stakeholder input. Public review of the CWPP will occur in Task 7.2. We anticipate the first deliverable of the CWPP will include the community overview, wildfire environment, results of the wildfire risk assessment, and results of the community workshop. The action plan and mitigation strategies will be developed and prioritized based on City and development team input and analysis results. Appropriate revisions to the draft CWPP will be made based on City and development team review.

**Task 7.2: Final CWPP**

This task involves putting the CWPP into StoryMap format following review and comment by the City and the Development Team and publishing the CWPP StoryMap for public review. Public review of the CWPP StoryMap will occur over a 30-day period, and a final community workshop (see Task 1.2.2) will occur during this time. The final workshop will include a presentation on the final document and recommendations and will allow the public to provide verbal and written comments during the meeting. We will also accept written comments throughout the 30-day review period via a comment box on the StoryMap. Following the review period, we will incorporate



appropriate edits to the CWPP StoryMap to finalize the CWPP. We anticipate comments and edits to the draft CWPP will focus on the Action Plan, mitigation strategies, and Implementation Plan.

A written CWPP executive summary document (inclusive of a signature page) will also be provided in PDF format, with a link provided to the main CWPP StoryMap. This executive summary document will be useful for City Council adoption efforts. This task also includes attendance and presentation at a City Council meeting to present the final CWPP for approval. We anticipate this meeting will be held in person. We will prepare a PowerPoint presentation to be provided in advance of the meeting for Council docketing purposes.

The following sections will be developed during the the draft (Phase 1) and final (Phase 2) CWPP. Each of these deliverables will be compiled into the final CWPP StoryMap and include GIS map deliverables.

Phase 1	Phase 2
<ul style="list-style-type: none"> <li>▪ Executive Summary</li> <li>▪ Introduction</li> <li>▪ Plan Area Description                             <ul style="list-style-type: none"> <li>- Community overview (values at risk, land use/zoning, land ownership, fire protection capabilities)</li> <li>- Wildfire environment (fire hazard severity zones, vegetation/fuels, weather/climate, fire history, topography, potential fire behavior, evacuation routes)</li> <li>- Communities and resources at risk (WUI, assets, infrastructure, sensitive resource areas)</li> </ul> </li> <li>▪ Community Engagement results/analysis</li> <li>▪ Wildfire risk assessment (summary of wildfire hazard and risk modeling, identification of hazard and risk areas)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Action Plan</li> <li>▪ Implementation Plan                             <ul style="list-style-type: none"> <li>- CWPP Maintenance and Monitoring</li> </ul> </li> <li>▪ CWPP Authorization</li> <li>▪ References</li> </ul>

**Phase 1 Deliverables due November 3, 2025**

- Draft written CWPP (Word document)
- GIS maps prepared during Task 4 and incorporated into the CWPP

**Phase 2 Deliverables due April 3, 2026**

- Public Review CWPP StoryMap
- Final CWPP StoryMap
- PDF of CWPP executive summary document
- GIS maps/data
- PowerPoint or StoryMap presentation for City Council meeting

**Assumptions**

- The City will provide timely review of the CWPP outline, draft CWPP, public draft CWPP, and final CWPP StoryMaps.
- Comments/edits will primarily relate to the Action Plan, mitigation strategies, and Implementation Plan.

## Task 8: Project Management

This task includes necessary activities to manage the project, including correspondence, invoicing, oversight, and quality assurance/quality control tasks to be conducted by the Dudek project manager and/or designee over the project period. If requested, Dudek will provide necessary documentation to the City to support grant reporting. Project invoices will be submitted monthly and will include supporting documentation required by the City.

Dudek Project Manager Dana Link-Herrera will oversee Dudek's successful completion of all tasks and deliverables for this contract. Dana will direct Dudek's efforts in accordance with the project schedule and budget. We believe that frequent and responsive communication is the best management practice to keep the project moving forward, and we will apply this management approach to this project. As the project manager, Dana will do the following:

- Establish a regular reporting and communication process for project status, budget and schedule updates, and problem/resolution identification
- Hold regular project management meetings with key project staff to coordinate work efforts, check on task completion, and review budget conformance
- Update the project scope, schedule, progress reports, and inventories of available data, as necessary, so that all team members are aware of information that may affect their work products and schedules

## Supplemental Tasks

### Supplemental Task 1: Community Survey

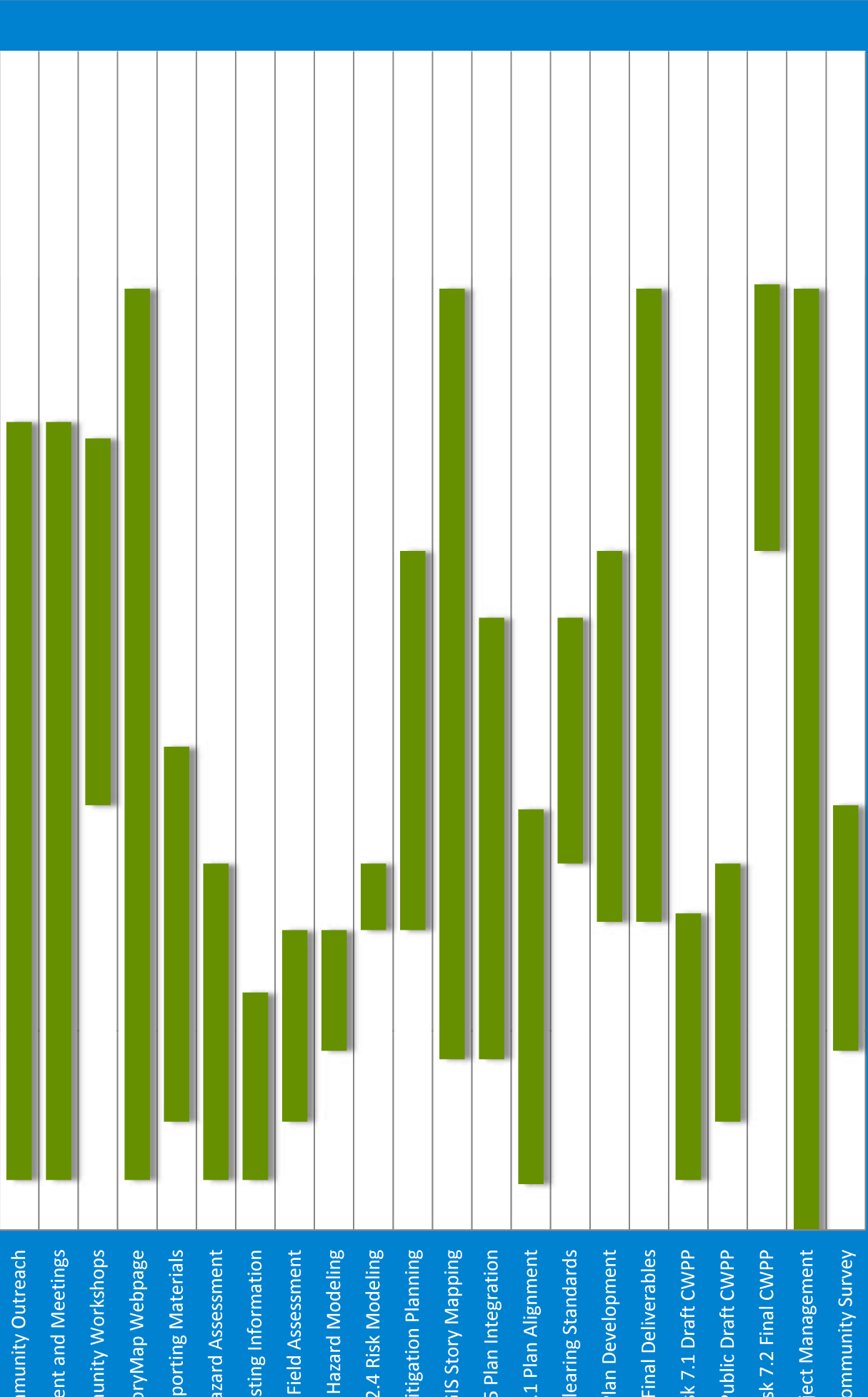
---

Our experience with community engagement indicates that online surveys result in significantly higher public input than surveys conducted during community meetings. As such, we propose to develop an online survey using the Survey123 platform. Questions will consist of topics related to wildfire risk, wildfire preparedness, and ways the City can support the community with wildfire preparedness efforts. Demographic questions will be included, as well, to determine whether the survey is equitably distributed and representative of the City's community members. If desired, we can provide a revised scope of work to distribute paper surveys to a random sample of households to solicit input from residents that may not have access to the internet or a Wi-Fi-enabled device. Results of the surveys will be compiled in an electronic file, summarized, and included in the CWPP.

A link to this survey would be provided on the project StoryMap webpage (see Task 4) and promoted through outreach materials (see Task 1.2.4).

le with dates for each component of the scope.

k Schedule			
Start Date	End Date	Duration	
11/10/2025	7/3/2026	235	
11/10/2025	11/14/2025	4	
12/1/2025	6/1/2026	182	
12/1/2025	6/1/2026	182	
3/1/2026	5/28/2026	88	
12/1/2025	7/3/2026	214	
12/15/2025	3/15/2026	90	
12/1/2025	2/15/2026	76	
12/1/2025	1/15/2026	45	
12/15/2025	1/30/2026	46	
1/1/2026	1/30/2026	29	
1/30/2026	2/15/2026	16	
1/30/2026	5/1/2026	91	
12/30/2025	7/3/2026	185	
12/30/2025	4/15/2026	106	
11/30/2025	2/28/2026	90	
2/15/2026	4/15/2026	59	
2/1/2026	5/1/2026	89	
2/1/2026	7/3/2026	152	
12/1/2025	2/3/2026	64	
12/15/2025	2/15/2026	62	
5/1/2026	7/4/2026	64	
9/11/2025	5/3/2026	234	
11/1/2025	12/30/2025	59	



**EXHIBIT "B"**

**SPECIAL REQUIREMENTS  
(Superseding Contract Boilerplate)**

The City has approved lower limits for both General Liability and Professional Liability insurance for this project. Additionally, the requirement for Cyber Liability insurance is waived.

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

- I. City will compensate Consultant for the Services performed upon submission of a valid invoice. 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.
- II. The total compensation for all Services shall not exceed the Contract Sum as provided in the Cover Page of this Agreement.**
- III. Consultant's billing rates for any hourly Services are attached as Exhibit C-1.** In connection with the services provided pursuant to the terms of this Agreement, City will pay Consultant upon City's receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, billed in increments of fifteen minutes (0.25 hours), not to exceed the Contract Sum. The City will reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client that are approved in advance in writing by the City such as mileage, copies, binding costs, postage, parking, travel, and lodging expenses as part of the not to exceed Contract Sum. To receive reimbursements, the Consultant must provide the City with a receipt and a description of the expense incurred along with the invoice. No mark up on expenses may be added.

# EXHIBIT C-1

COST PROPOSAL FOR THE

# PREPARATION OF A COMMUNITY WILDFIRE PROTECTION PLAN FOR THE CITY OF MURRIETA

CITY OF MURRIETA

JUNE 5, 2025

**DUDEK**

3600 Lime Street, Building 2 / Riverside, CA 92501 / 951.300.2100

*This fee estimate is valid for 90 days from the date of this proposal; after 90 days, Dudek reserves the right to reassess the fee estimate, if necessary.*

## Fixed Fee

Phase	Cost
Phase 1	\$72,194.50
Phase 2	\$50,170.00
<i>Subtotal</i>	\$122,364.50
Supplemental Task	\$2,570
<b>Total</b>	<b>\$124,934.50</b>



Dudek Labor Hours and Rates												
Project			Dudek Labor Hours and Rates									
Project Team Role:	Specialist IV	Senior Specialist IV	Director/Environmental	Analyst IV	Analyst III	Analyst V	Specialist V	CIS Analyst V	Technology Specialist II	Creative Services IV	Technical Editor I	Publications Specialist I
	Dana Link-Herrera	Scott Eckardt	Austin Ott	Alison Sells	Ashleyann Bacay	Matthew Crockett	Robert Hazard	Christopher Starbird	Matthew Palavido	Raoul Ranoa	Technical Editor I	Publications Specialist I
	\$195,000	\$265,000	\$300,000	\$145,000	\$135,000	\$155,000	\$210,000	\$220,000	\$245,000	\$185,000	\$130,000	\$105,000
	2	2										
	5			12								
	18			34	12							
	2			6						1		
	2			6						12		
	4			8	16							
	12					16						
		2				32	12					
		2				30	4					
				8	20	8	4	8	2	4		
	12			30								
	15					30	8					
Subtotal Task 1	72	6		98	84	116	28	8	2	17	4	4
	5			8								
	6			6								
				2						4		
	2	2				20	24					
				8	40	8		8	2	4		
	4											
	8	2				8						
	8			20								
	15					20	4					
Subtotal Task 2	48	4	6	50	60	56	40	8	2	14	2	2
	2			12				2				
Total Hours	122	10	6	160	144	172	68	18	4	31	6	6
Total	\$23,790,000	\$2,650,000	\$1,800,000	\$23,200,000	\$19,440,000	\$26,660,000	\$14,280,000	\$3,960,000	\$980,000	\$5,735,000	\$780,000	\$630,000
Percent of Hours (Base)	16%	1%	1%	21%	19%	23%	9%	2%	1%	4%	1%	1%

# Hourly Rates

## DUDEK 2025 Standard Schedule of Charges

### Engineering Services

Project Director .....	\$345.00/hr
Principal Engineer III .....	\$320.00/hr
Principal Engineer II .....	\$300.00/hr
Principal Engineer I .....	\$290.00/hr
Program Manager .....	\$275.00/hr
Senior Project Manager .....	\$275.00/hr
Project Manager .....	\$265.00/hr
Senior Engineer III .....	\$260.00/hr
Senior Engineer II .....	\$250.00/hr
Senior Engineer I .....	\$240.00/hr
Project Engineer IV/Technician IV .....	\$230.00/hr
Project Engineer III/Technician III .....	\$220.00/hr
Project Engineer II/Technician II .....	\$210.00/hr
Project Engineer I/Technician I .....	\$190.00/hr
3D Production Manager .....	\$220.00/hr
Senior Designer II .....	\$210.00/hr
Senior Designer I .....	\$200.00/hr
Designer .....	\$190.00/hr
Assistant Designer .....	\$185.00/hr
CADD Operator III .....	\$180.00/hr
CADD Operator II .....	\$195.00/hr
CADD Operator I .....	\$155.00/hr
CADD Drafter .....	\$175.00/hr
CADD Technician .....	\$125.00/hr
Project Coordinator .....	\$160.00/hr
Engineering Assistant .....	\$125.00/hr

### Environmental Services

Senior Project Director .....	\$350.00/hr
Project Director .....	\$300.00/hr
Senior Specialist V .....	\$275.00/hr
Senior Specialist IV .....	\$265.00/hr
Senior Specialist III .....	\$250.00/hr
Senior Specialist II .....	\$235.00/hr
Senior Specialist I .....	\$220.00/hr
Specialist V .....	\$210.00/hr
Specialist IV .....	\$195.00/hr
Specialist III .....	\$185.00/hr
Specialist II .....	\$175.00/hr
Specialist I .....	\$165.00/hr
Analyst V .....	\$155.00/hr
Analyst IV .....	\$145.00/hr
Analyst III .....	\$135.00/hr
Analyst II .....	\$125.00/hr
Analyst I .....	\$105.00/hr
Technician IV .....	\$100.00/hr
Technician III .....	\$90.00/hr
Technician II .....	\$80.00/hr
Technician I .....	\$70.00/hr
Project Coordinator II .....	\$170.00/hr
Project Coordinator I .....	\$135.00/hr

### Mapping and Surveying Services

UAS Pilot .....	\$165.00/hr
Survey Lead .....	\$300.00/hr
Survey Manager .....	\$260.00/hr
Survey Crew Chief .....	\$195.00/hr
Survey Rod Person .....	\$145.00/hr
Survey Mapping Technician .....	\$135.00/hr

### Construction Management Services

Principal Manager .....	\$215.00/hr
Senior Construction Manager .....	\$195.00/hr
Senior Project Manager .....	\$190.00/hr
Construction Manager .....	\$185.00/hr
Project Manager/Construction Management .....	\$175.00/hr
Resident Engineer .....	\$175.00/hr
Construction Engineer .....	\$175.00/hr
On-site Owner's Representative .....	\$160.00/hr
Prevailing Wage Inspector .....	\$160.00/hr
Construction Inspector .....	\$150.00/hr
Administrator/Labor Compliance .....	\$125.00/hr

### Hydrogeology/HazWaste Services

Project Director .....	\$345.00/hr
Principal Hydrogeologist/Engineer III .....	\$320.00/hr
Principal Hydrogeologist/Engineer II .....	\$310.00/hr
Principal Hydrogeologist/Engineer I .....	\$300.00/hr
Senior Hydrogeologist V/Engineer V .....	\$275.00/hr
Senior Hydrogeologist IV/Engineer IV .....	\$265.00/hr
Senior Hydrogeologist III/Engineer III .....	\$255.00/hr
Senior Hydrogeologist II/Engineer II .....	\$245.00/hr
Senior Hydrogeologist I/Engineer I .....	\$235.00/hr
Project Hydrogeologist V/Engineer V .....	\$225.00/hr
Project Hydrogeologist IV/Engineer IV .....	\$215.00/hr
Project Hydrogeologist III/Engineer III .....	\$205.00/hr
Project Hydrogeologist II/Engineer II .....	\$195.00/hr
Project Hydrogeologist I/Engineer I .....	\$185.00/hr
Hydrogeologist/Engineering Assistant .....	\$150.00/hr
HazMat Field Technician .....	\$135.00/hr

### District Management & Operations

District General Manager .....	\$225.00/hr
District Engineer .....	\$215.00/hr
Operations Manager .....	\$165.00/hr
District Secretary/Accountant .....	\$150.00/hr
Collections System Manager .....	\$150.00/hr
Grade V Operator .....	\$140.00/hr
Grade IV Operator .....	\$125.00/hr
Grade III Operator .....	\$115.00/hr
Grade II Operator .....	\$95.00/hr
Grade I Operator .....	\$90.00/hr
Operator in Training .....	\$80.00/hr
Collection Maintenance Worker .....	\$85.00/hr

### Project Delivery Services

Technology Specialist II .....	\$245.00/hr
Technology Specialist I .....	\$190.00/hr
GIS Analyst V .....	\$220.00/hr
GIS Analyst IV .....	\$200.00/hr
GIS Analyst III .....	\$185.00/hr
GIS Analyst II .....	\$145.00/hr
GIS Analyst I .....	\$130.00/hr
Creative Services IV .....	\$185.00/hr
Creative Services III .....	\$160.00/hr
Creative Services II .....	\$145.00/hr
Creative Services I .....	\$130.00/hr
Technical Editor IV .....	\$185.00/hr
Technical Editor III .....	\$160.00/hr
Technical Editor II .....	\$145.00/hr
Technical Editor I .....	\$130.00/hr
Publications Specialist IV .....	\$135.00/hr
Publications Specialist III .....	\$125.00/hr
Publications Specialist II .....	\$115.00/hr
Publications Specialist I .....	\$105.00/hr
Clerical Administration .....	\$100.00/hr

Expert Witness – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay interest at a 10% annual rate for amounts unpaid greater than 30 days after the date of the invoice.

Annual Increases – Unless identified otherwise, these standard rates will increase in line with the CPI-U for the nearest urban area per the Department of Labor Statistics to where the work is being completed) or by 3% annually, whichever is higher.

Prevailing Wage – The rates listed above assume prevailing wage rates do not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

## Hourly Rates

---

**DUDEK**

EFFECTIVE JANUARY 1, 2025  
Updated March 6, 2025

# DUDEK

800.450.1818 | HELLO@DUDEK.COM

**DUDEK.COM**



**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform Services as set forth in Exhibit A.**
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

As described in the Scope of Work attached as Exhibit A, in line with the terms and conditions in this Agreement.

- III. The Department Contact may approve extensions for performance of the Services in accordance with Section 3.2.**

## EXHIBIT E

### INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
  
- 2. Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000 per accident for bodily injury and property damage**.
  
- 3. Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000 per accident for bodily injury or disease, and \$1,000,000 policy limit for disease**. (Not required if consultant provides written verification it has no employees)
  
- 4. Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000 per occurrence or claim, \$2,000,000 annual aggregate**.
  
- 5. Cyber:** Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, invasion of privacy and breach of data.

**Cyber Liability** Insurance, with limits not less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be

limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

#### **6. Technology Professional Liability Errors & Omissions**

***(Only if vendor is providing a technology service (data storage, website designers, etc.,) or product (software providers)***

**Technology Professional Liability Errors and Omissions Insurance** appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- a. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

**If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.**

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### **Additional Insured Status**

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability caused in whole, or in part by, work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

#### **Primary Coverage**

For any claims related to this contract, the Consultant's **Commercial General and Automobile insurance shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance

and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**Umbrella or Excess Policy**

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No Commercial General or Automobile liability policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant’s primary and excess liability policies are exhausted.

**Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

**Waiver of Subrogation**

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [fill in the amount for your comfort level for the specific Consultant and job – it could be much higher, or in the case of a very small Consultant, you might want it lower] unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subcontractor who procured such insurance and shall not apply to the Additional Insured Parties. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible.

**Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.



**Claims Made Policies (note – should be applicable only to professional liability, see below)**

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of **five (5) years after completion of work.**

**Verification of Coverage**

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances with the consent of the Consultant.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

**Duration of Coverage**

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

**Special Risks or Circumstances**

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances with consent of the Consultant.

**EXHIBIT F**  
**FEDERAL REQUIREMENTS**  
**(Only applicable if required on cover page of agreement)**