

**AGREEMENT  
CITY OF FRESNO, CALIFORNIA  
CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into on July 21, 2022, by and between the CITY OF FRESNO, a California municipal corporation (the City), and Dudek, (the Consultant).

**RECITALS**

WHEREAS, the City desires to obtain professional services for Urban Forest Management Plan (UFMP) (the Project); and

WHEREAS, the Consultant is engaged in the business of furnishing services as an Urban Forest Management and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, the Consultant acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6 19; and

WHEREAS, this Agreement will be administered for the City by its Public Works Director (the Director) or the Director's designee.

**AGREEMENT**

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

1. Scope of Services. The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above and shall continue in full force and effect through the earlier of complete rendition of the services hereunder or December, 2023, subject to any earlier termination in accordance with this Agreement. The services of the Consultant as described in **Exhibit A** are to commence upon the City's issuance of a written "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed within four hundred and eighty e.g. 480 consecutive calendar days from such authorization to proceed.

3. Compensation.

(a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of Two hundred forty-nine thousand dollars nine hundred fifty-eight dollars e.g. \$249, 958 and a contingency amount not to exceed twenty percent e.g. 20% for any additional work rendered pursuant to Subsection (c) below and authorized in writing by the Director. Such fees include all expenses incurred by the Consultant in performance of such services.

(b) Detailed statements shall be rendered monthly and will be payable in the normal course of City business.

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to the Consultant's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. The Consultant shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

(a) This Agreement shall terminate without any liability of the City to the Consultant upon the earlier of: (i) the Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the Consultant; (ii) seven calendar days' prior written notice with or without cause by the City to the Consultant; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, the Consultant shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of the Consultant that are owned by the City. Subject to the terms of this Agreement, the Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. The Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of the Consultant to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the Consultant, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.

(d) Upon any breach of this Agreement by the Consultant, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) The Consultant shall provide the City with adequate written assurances of future performance, upon Director's request, in the event the Consultant fails to comply with any terms or conditions of this Agreement.

(f) The Consultant shall be liable for default unless nonperformance is

caused by an occurrence beyond the reasonable control of the Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Consultant shall notify Director in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Director of the cessation of such occurrence.

5. Confidential Information, Ownership of Documents, and Copyright License.

(a) Any reports, information, or other data prepared or assembled by the Consultant pursuant to this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the City. During the term of this Agreement, and thereafter, the Consultant shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term "Confidential Information" for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, designs, drawings, specifications, materials, compilations, documents, instruments, models, source or object codes, and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.

(b) Any and all original sketches, pencil tracings of working drawings, plans, computations, specifications, computer disk files, writings and other documents prepared or provided by the Consultant pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement or default by the Consultant. The Consultant grants the City a copyright license to use such drawings and writings. The Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein. The City may modify the design including any drawings or writings. Any use by the City of the aforesaid sketches, tracings, plans, computations, specifications, computer disk files, writings and other documents in completed form as to other projects or extensions of this Project, or in uncompleted form, without specific written verification by the Consultant will be at the City's sole risk and without liability or legal exposure to the Consultant. The Consultant may keep a copy of all drawings and specifications for its sole and exclusive use.

(c) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 5

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

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as the Consultant represents to the City that the Consultant and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the

Consultant and any subcontractors to do and perform such services in a skillful manner and the Consultant agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of the Consultant or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, the Consultant shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

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

(b) If at any time during the life of the Agreement or any extension, the Consultant or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to the Consultant shall be withheld until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by the Consultant shall not be

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

(d) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with the Consultant and the City prior to the commencement of any services by the subcontractor. The Consultant and any subcontractor/sub-consultant shall establish additional insured status for CITY, its officers, officials, employees, agents, and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

(a) Prior to the City's execution of this Agreement, the Consultant shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, the Consultant shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Consultant in such statement.

(b) The Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.), the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.) and Section 4-112 of the Fresno Municipal Code (Ineligibility to Compete). At any time, upon written request of the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, the Consultant shall immediately notify the City of these facts in writing.

(c) In performing the work or services to be provided hereunder, the Consultant shall not employ or retain the services of any person while such person either

is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) The Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither the Consultant, nor any of THE the Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project. The Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing.

(f) If the Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the Consultant shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event the Consultant maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, the Consultant at its sole cost and expense shall:

(a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

(b) Immediately contact the City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

(c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Director or designee.

(b) Records of the Consultant's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of the

Consultant pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the end of said time period whichever shall later occur. If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by the City, the Consultant shall have provided evidence to the City that the Consultant is licensed to perform the services called for by this Agreement (or that no license is required). If the Consultant should subcontract all or any portion of the work or services to be performed under this Agreement, the Consultant shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, the Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, the Consultant agrees as follows:

(a) The Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) The Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. The Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to the Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant's agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

(a) In the furnishing of the services provided for herein, the Consultant is acting solely as an independent contractor. Neither the Consultant, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Consultant shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the Consultant is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between the Consultant and the City. The Consultant shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Consultant shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, the Consultant and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. The Consultant shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, the Consultant shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the Consultant's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, the Consultant may be providing services to others unrelated to the City or to this Agreement.

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

15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

16. Assignment.

(a) This Agreement is personal to the Consultant and there shall be no assignment by the Consultant of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by the Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

(b) The Consultant hereby agrees not to assign the payment of any monies due the Consultant from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due the Consultant directly to the Consultant.

17. Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, including, but not limited to, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to

the interpretation or meaning of the provisions of this Agreement.

21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Consultant.

29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

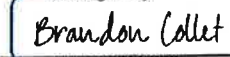
[SIGNATURES FOLLOW ON NEXT PAGE]

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


CITY OF FRESNO,  
A California municipal corporation

By:   
Scott Mozier,  
Public Works Director

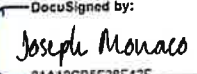
APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE

By:   
Brandon Collet  
Supv./Senior Deputy City Attorney

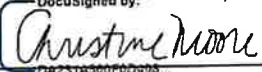
ATTEST:  
TODD STERMER, CMC  
City Clerk

By:  7.27.22  
Records Supervisor Date  
Deputy

Addresses:  
CITY:  
City of Fresno  
Attention: Erika Pelayo-Lopez  
Community Coordinator  
2101 "G" Street Bldg. E-1  
Fresno, CA 93706  
Phone: (559) 621-1351  
E-mail: Erika.Pelayo-Lopez@Fresno.gov

Dudek  
By:   
Joseph Monaco

Title: President and Chief Executive Officer  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

By:   
Christine Moore

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

REVIEWED BY:

  
Erika Pelayo-Lopez  
community coordinator

CONSULTANT:  
Dudek  
Attention: Ryan Allen  
Urban Forester  
605 Third Street  
Encinitas, CA 92024  
Phone: (626) 658-0070  
E-mail: rallen@dudek.com

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form

**EXHIBIT A**

**SCOPE OF SERVICES**

**Consultant Service Agreement between City of Fresno (the City)  
and Dudek (the Consultant)**

**Urban Forest Management Plan**

**Scope of Services included on following pages**

**FINAL**

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# Scope of Services

# **Fresno Urban Forest Management Plan**

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**MAY 2022**

*Prepared for:*

**CITY OF FRESNO**

2600 Fresno St.

Fresno, California, 93721

Contact: Erika Pelayo-Lopez

*Prepared by:*

**DUDEK**

605 Third Street

Encinitas, California 92024

Contact: Ryan Allen



Ryan Allen  
Urban Forester

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CITY OF FRESNO URBAN FOREST MANAGEMENT PLAN / SCOPE OF SERVICES

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**ATTACHMENTS**

- A Project Timeline
- B Cost Proposal

CITY OF FRESNO URBAN FOREST MANAGEMENT PLAN / SCOPE OF SERVICES

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## FRESNO URBAN FOREST MANAGEMENT PLAN / SCOPE OF SERVICES

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# 1 Scope of Services

## Statement of Understanding

An urban forest management plan (UFMP) is the type of opportunity we look for as a firm to actualize our core values to create a healthy forest for our future. Dudek looks forward to putting these values into practice as we partner with the City to develop a UFMP that reflects the needs of the City and its community members. Dudek's comprehensive approach to urban forest management planning is driven by meaningful community engagement and technical expertise to develop a guide for urban trees over a 40-year time frame.

The City can count on Dudek to design and implement a UFMP that has measurable and specific goals and that applies a strategic approach to better manage the urban forest. The document will clearly and concisely present the complexities of urban forest management. The following section outlines the approach Dudek will take to meet the proposed tasks of the project and will include Dudek's recommendations for tasks that would enhance the UFMP outside the scope of the tasks proposed in the Request for Proposal (RFP).

## Monthly Meetings

Dudek will initiate the project with a kickoff meeting between City staff and the Dudek team to identify specific project goals and confirm reporting and communication procedures. The kickoff meeting will also be a data acquisition meeting, prior to which we will have prepared a list of any data needs or gaps. During the meeting, we will discuss these needs and gaps, and any remaining information voids will be filled through research efforts or further coordination with the City. We will provide an agenda prior to the meeting and will submit meeting minutes summarizing major topic discussions following the meeting.

Following the project kickoff meeting, Dudek will meet monthly (virtually) with City staff to discuss scope of work details, desired deliverables, schedules, community engagement strategies, and existing tree planting efforts, as well as to identify criteria for documenting and developing the UFMP. These monthly meetings will occur throughout the duration of the project and will be the chief way the City will be informed of project progress. Additional project communication not addressed during the monthly meetings will occur via email or telephone.

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### City Staff Interviews

Following the project kickoff meeting, we will meet with representatives from City departments that are involved in design and/or management activities that may also directly affect tree preservation and green infrastructure design or planning efforts within the City. The intent of the department interviews will be to review the following:

- Existing tree management and protection policies and regulations in comparison to model tree ordinances for potential changes;
- Internal protocol and processes for design, tree removal requests, pruning, use of inventory database and GIS, and other maintenance and tree planting activities being conducted by the departments;
- Financial and human resources dedicated to urban forestry management, plan review, and permitting;
- Potential future tree management or planting activities;
- City ordinances, regulations, and permits in place that affect tree management, tree protection, tree removal, or tree planting;
- Goals, policies, and priorities of each department that relate to tree management, tree protection, or tree planting;
- Governance structure and internal efficiencies; and
- Urban forest program funding.

Following the interviews, we will summarize all relevant information from each department. This information will be an important component in developing the management goals of the UFMP. We will provide meeting minutes summarizing the major discussions from each interview. We expect that up to 12 interviews will be needed.

## 2 Community Engagement

Long-term community involvement and education is an important component of any successful UFMP program. Dudek recognizes that each city 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 City goals and priorities for fostering diverse community member participation 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 City tree management have a voice in how City trees are managed:

- **Inform:** To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, and/or solutions.

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- **Consult:** To obtain public feedback on analysis, alternatives, and/or decisions.
- **Involve:** To work directly with the public throughout the process to verify 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.

## 2.1 In-Person Outreach Activities

### Working Group

Urban forest management within any city includes multiple actors across all levels of city staff, elected officials, community organizations, and community members, with each actor playing a different role in creating a healthy urban forest. Dudek would assist the City in assembling a working group, which would be designed to bring individuals together, providing the community with a role in creating a management plan that addresses their priorities, issues, and goals. A UFMP that reflects the community is more likely to be implemented upon completion and result in achieving goals of the City urban forestry program.

Working group members would be selected based on criteria developed by Dudek and the City, and in partnership with local nonprofit organizations, to verify that a broad range of City staff, elected officials, community-based organizations, and community members are represented. The objectives of the working group meetings will be the following:

1. Create a vision statement for the Fresno urban forest.
2. Identify priority issues to address in the UFMP.
3. Develop short-, medium-, and long-term goals.
4. Identify priority needs to address through public education.
5. Develop a strategy for public education.
6. Review the 80% complete version of the draft UFMP document.

Four (4) working group meetings will be held throughout the development of the UFMP to complete these goals and objectives. Dudek will facilitate these meetings and share relevant research and information to assist in developing the UFMP goals.

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### Urban Forest Summits

We will coordinate and host two (2) Urban Forest Summits in partnership with the City and the working group to engage with Fresno community members and organizations. With shifting dynamics in COVID-19 protocols, we anticipate state guidelines allowing for in-person gatherings that adhere to all public safety guidelines. The Urban Forest Summits will take place on a day and time that is determined by City staff and the working group that would yield maximum participation across all City sectors and demographics. The summits will run approximately 2-3 hours to allow ample time for deep conversations on the important issues stakeholders want to address.

The initial Urban Forestry Summit will take place approximately 4 months into the UFMP process and serve as an informative and interactive brainstorming event. Key findings on the current status of the Fresno urban forest will be identified by the consultant team and the working group. Community members will be led through a series of guided brainstorming exercises to identify key successes, barriers, and desires for the City's urban forest. Community members will be provided a space to share the obstacles and opportunities related to growing and maintaining trees on their property and the challenges and successes they observe with City tree management. Members of the community have a direct relationship with the City's urban forest and are key to developing the vision, guiding principles, goals, and objectives of the UFMP.

The second Urban Forestry Summit will take place after Dudek delivers the first draft of the UFMP to the City; it will focus on ensuring the vision, guiding principles, goals, and objectives reflect the values and concerns expressed in the initial Summit. Community members will engage in a dialogue about the proposed UFMP strategic plan, be guided through the process and implementation plan, and share feedback. The end result of the second Summit will be to build consensus on the strategic plan and gain approval from attendees.

### Community Outreach Materials

Dudek's marketing and graphics team will prepare multilingual (English, Spanish, and Hmong) outreach materials that will communicate the value of the City's urban forest through infographics. With input from key stakeholders and the City, we will identify strategic media outlets for these outreach materials such as social media, radio, local television, newspapers, and other venues to engage the public in the UFMP process.

## 2.2 Online Outreach Opportunities

### Online 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 will develop a bilingual (English and Spanish) online survey using the SurveyMonkey platform. Questions will consist of topics related to urban forest values, perceived benefits of trees, and ways the City can support community tree planting efforts. Demographic questions will be included as well, so that our survey is equitably distributed and representative of the City's community members. If desired, Dudek will work with the City 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 UFMP.

### City Webpage

Dudek will create educational infographics and provide project updates to be added to the City of Fresno website to further enhance community education about the value of the City's trees and encourage participation in the City urban forest program. Dudek's Web design services will help enhance online presence and serve as a hub for all project updates and education materials, meeting notifications, and UFMP documents.

### Community Meetings

Dudek will work with the City to identify local non-profit and community based organizations to increase awareness of the urban forest management plan process, participation in the online survey, and Urban Forest Summit. To do so, Dudek will lead up to seven (7) information sessions (hybrid in-person and virtual) for the identified partnering organizations. The informational meetings will have two main components. The first is to inform stakeholders of the UFMP process, what a UFMP is, the important value the partnering organizations bring to the project, and how they can support participation in engagement activities. The second is to receive public comment phase on the draft UFMP. The virtual meetings will be a guided discussion to solicit direct input and feedback on the draft UFMP and strategic plan, to ensure community stakeholder values are represented accurately in the UFMP. The intended result of this task is to ensure key stakeholders support the UFMP process and the implementation of the strategic plan.

## Social Media

Dudek's marketing and graphics team will create social media content for the City to disseminate information about the UFMP process and public engagement opportunities, including the public survey and the Urban Forest Summits. Social media content will be uniquely designed to fit the City's desired image.

## 3 Canopy Cover Analysis

Dudek will conduct a canopy analysis that includes all trees within City limits, including public and private property trees, open space, natural resource areas, creek and riparian areas, golf courses, and other areas defined by the project team and the City. This analysis will focus on the City's existing canopy cover, which consists of the area of the City covered by trees when viewed from above. The resulting canopy cover study will provide information on the distribution of trees and tree density on all identified study areas, and provide analysis if trees are equitably distributed throughout the City.

Dudek will conduct an image-based mapping of urban tree canopies within the City, using purchased satellite Imagery from 2022. The tree canopy analysis for 2022 will use a machine learning image classification process to identify tree canopy cover as well as other land use classification types like impervious surfaces, vegetation, bare earth, and water. An accuracy assessment will be performed to evaluate the accuracy of the urban tree canopy product. Dudek proposes to also document our methodology so that the City can conduct a similar analysis in the future.

In addition, Dudek will complete a change analysis utilizing publicly available canopy and land use data generated by the United States Forest Service Urban Tree Canopy Assessment in 2012 and 2018. High resolution spatial imagery will be used to assess all land use classification types including trees, shrubs, bare earth, and impervious surfaces. With equivalent 2012, 2018, and 2022 canopy cover data, Dudek will also perform a change analysis to understand if canopy cover is increasing or declining and identify where the changes occur. This analysis will provide valuable insights to understand if current management practices, ordinances, and policies are effective in preserving and maintaining trees, and inform recommendations to update management strategies to increase canopy cover where decline is observed.

## Application of Canopy Cover Analysis

Dudek's team of urban foresters and GIS specialists will analyze various layers on a map of Fresno to present a clear picture where the City should strategically invest resources. Results will be reported as City total canopy coverage and then further broken down by public and private property and land cover types, such as open space, natural resource areas, creek and riparian areas, golf courses, parks, transportation corridors, council districts, or similar delineation. Our graphics staff will take the interpretation of this information and create charts, graphs, and tables that are visually appealing and understandable for inclusion

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in the final UFMP. This analysis will inform the implementation strategy and the benchmarks of the short- and long-term goals used to measure City progress toward its canopy cover goals.

Based on the canopy cover analysis, Dudek will work with the City to develop canopy cover goals that are measurable and achievable. The GIS analysis of canopy cover within the City's various land cover types would be taken into consideration when developing the City's canopy cover goals. Dudek will develop a long-term planting plan to achieve canopy cover goals. In collaboration with the City, Dudek will establish a 40-year canopy cover goal for the City, and Dudek will calculate tree planting scenarios and metrics required to achieve the canopy cover goal. The analysis will also discuss the expanded benefits that could be achieved by increasing the City's tree canopy, and how the City can combat climate change and mitigate heat impacts through maintaining and growing a healthy urban forest.

### Tree Planting Priority Map

The first step to developing a 40-year plan to achieve equitable canopy cover will be to determine areas of the City where resources are needed and where an injection of these resources would provide the greatest community net benefit. To determine these areas, our GIS specialists will overlay the updated tree canopy analysis with CalEnviroscreen 4.0, urban heat island data, and other data provided by the City, such as heat exposure areas, disadvantaged communities, impervious surfaces, council districts, and land types. These data will inform the analysis and help to determine if specific areas are lacking tree canopy and whether these deficits are impacting certain parts of the community more than others. Strategic areas for tree planting opportunities—such as within private property, school grounds, commercial corridors, parks and open space, parking lots, and transportation corridors—will be discussed with City staff and the community. Dudek will work with the City staff to review and identify opportunities for increasing canopy cover in these areas.

## 4 Current Status of the Urban Forest

### Environmental Services and Economic Value

Dudek will use i-Tree software to analyze the tree inventory and to calculate the economic value of the City's urban forest and the cost benefits of strategic tree and forest investments. The ecosystem benefits we will examine include canopy cover, carbon sequestration, reduction of urban heat island effect, average pollutant capture, avoided runoff, avoided emissions, and structural and functional value. Dollar amounts will be provided for these benefits, which will be useful for education, long-term planning, and securing tree program funding. We will calculate the City's return on investment into its urban forest by

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measuring the current level of investment (ongoing maintenance and management-related costs) against what the City receives in ecosystem services and the urban forest's asset value.

### Urban Forest Composition Analysis

Dudek will also analyze the inventory datasets from the City's tree inventory to gain a better understanding of the urban forest's overall condition, including health; species diversity; and age trends. The analysis will compare the current condition of the City inventory against research-supported sustainability indicators, which provide a baseline measurement and change analysis. The resulting information will be important for developing management recommendations associated with tree removal, tree planting, trimming cycle adjustments, budget establishment, and related maintenance activities.

### Tree Species Selection

The next aspect of assessing tree planting opportunities is to understand the spacing limitations in the ground and air that restrict where trees can be planted, and what species are appropriate for the locations. Spacing restrictions include parkway and median sizes, utility lines, intersections, streetlights, and other components of City infrastructure.

Dudek will develop a comprehensive tree species list for use for future tree plantings that would be completed during this task, which includes a discussion of trees in developed public property (i.e., sidewalks, streets, medians, and landscaped parks). To complete this task, Dudek will utilize the tree inventory data, Water Use Classification of Landscape Species (WUCOLS), climate change research, and a comparison of City tree inventories with anticipated future annual temperatures of Fresno to assess the following:

- Appropriateness of the type of tree by location ("right tree, right place")
- Appropriateness for future climate conditions
- Low water use
- Pest and disease vulnerability
- Appropriate planting of numbers of species to achieve species diversity goals of UFMP

Results of this analysis will be used to develop a list of recommended tree species that will be suitable for the City's current environmental conditions as well as anticipated conditions caused by climate change. The recommended list will also incorporate a discussion of parkway and median sizes as well as spacing limitations from existing infrastructure.

## 5 City Management, Policies, and Planning Documents

### Tree Management Practices

Development of this section of the UFMP will include a review of the current budget and staffing levels for City tree management, as well as City management practices, standards, details, and design practices that relate to trees within the City. Annual budgets and staffing levels will be reviewed and compared against other municipal urban forest programs. It will also identify whether current staffing and funding allows City management to meet best management practices as defined by the City. Existing guidelines will be measured against current best management practices, and we will then summarize these documents and provide a set of recommendations for future modifications. Existing guidelines to be reviewed include:

- Tree planting
- Establishment Care
- Tree Pruning
- Tree removal and replacement
- Urban Wood Reuse
- Tree protection during construction
- Root pruning\*
- Pest management
- Emergency Tree Management

Based on this review process we will document the City's current maintenance procedures, provide a summary of our analysis and comparable City standards, make recommendations for altering the maintenance strategies based on best practices, and provide justification for the recommended revisions.

### Urban Forest Policies, Practices, and Procedures

Following, or in conjunction with, the urban forest composition analysis, Dudek will conduct a comprehensive review of the City's urban forest policies, practices, ordinances, and procedures. We seek to understand current tactics, identify areas for improvement, so that the City meets the standards of sustainable urban forest management. Development of this UFMP section will include a review of the current City tree management practices, tree preservation ordinances, standard guidelines, along with details and design practices that relate to City trees.

## 6 Strategic Plan

Based on our comprehensive analyses, data synthesis, interviews, and community engagement activities, Dudek will create an actionable strategic plan for the City's urban forest that will guide it to its vision for a new 40-year tree canopy cover goal. The strategic plan will follow a logical order and will include the following:

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

## Implementation and Monitoring Plan

Following the completion of the strategic plan, Dudek will work with the City and working group to develop an implementation plan that provides the framework for how the actions will be carried out. The implementation plan will prioritize objectives into 3–5-year milestones for the first 20 years, identify who will be responsible to verify the objective is completed, and identify what costs or funding sources are needed to complete the objective. The goal of the implementation plan is to verify that the strategic plan is successfully carried out to achieve the urban forest's long-term vision. The UFMP is an adaptive document that should be reviewed periodically to verify that the goals and objectives are realistic and obtainable based on changes to the City's environmental and economic conditions. The specific actions for periodic review are contained within the monitoring plan and will provide measurable outcomes to determine progress toward the completion of goals and objectives.

## Vibrant Cities Lab Community Assessment and Goal-Setting Tool

Vibrant Cities Lab is a collaboration of the United States Forest Service, American Forests, and the National Association of Regional Councils, and serves as an online hub of urban forest and tree research, best practices, and planning tools (<http://vibrantcitieslab.com>). The Community Assessment and Goal-Setting Tool is based on research of urban forest sustainability and establishes criteria and indicators to measure urban forest sustainability. The tool works by stating a desired condition of an urban forest and asking the user to rate the current level of this condition in the City using a numerical rating. It then

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asks for another numerical rating to indicate what the desired goal for that condition is. At the end of the 28-question survey, the user is provided a total score for the current urban forest status and a total score for the goal status. The difference between these two numbers is the gap between the current status and a sustainable UMFP. Dudek recommends using the Community Assessment and Goal-Setting tool as a main component of the monitoring plan to ensure the City has a clearly defined process to understand the success of implementing the UFMP goals and objectives.

## 7 Final Document and City Approval

The goal of the final UFMP document is to clearly display the key findings, strategic plan, and other pertinent data so stakeholders understand the important steps in developing a healthy and robust urban forest and are encouraged to take action. As such, Dudek will create a document the City can use to disseminate the UFMP results over a large audience. Understanding that most people do not have the time or interest to read through large volumes of technical urban forestry details, the UFMP will include a user-friendly 30 page executive summary that will be graphic based and present the UFMP's major findings and recommendations. The remainder of the technical information and graphics will be provided in the body of the UFMP to illustrate important concepts as well as the framework and details used by City staff and other stakeholders for goal achievement activities.

### UFMP Outline

Dudek anticipates first developing one content outline by chapter before proceeding with development of the UFMP product. The content outline will be established to verify that the project meets the required elements and goals of the City. This content outline will be submitted to the City for review and comment within 14 calendar days of project initiation.

### First and Second Draft

Dudek will submit a first draft to City staff within 12 months from the day of the commencement of work, and a second draft, including all revisions, within 60 calendar days of receiving city comments on the first draft submittal. We request that the appropriate City personnel provide comments on the first draft within a 4-week time frame. These edits will be incorporated, and the second draft will be made available to the public for review and comment. Dudek will coordinate with the City to post the second draft on its website and other important media channels. A dedicated email address and set of public comment instructions will be created by Dudek to facilitate receipt and organization of public comments. The open period for public review and comment of the draft of the UFMP will be 30 calendar days. The second draft will be submitted as an electronic copy in Adobe PDF format and will include all figures and appendices.

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### Final Draft and Presentation

Following completion of the 80% draft review process, the final UFMP will be developed, incorporating City and public comments, and will be completed by November 15, 2023. The final copy will be submitted as an electronic copy in Adobe PDF format, along with 10 bound hard copies, and will include all figures and appendices. Dudek will present the results of the UFMP and recommendations to the Fresno City Council and other relevant City commissions. We anticipate up to four (4) presentations (2 virtual and 2 in-person) for this task. Dudek will prepare and submit the final UFMP within approximately 15 months from the start date of the contract.

Successful achievement of these timelines will rely, to some extent, on the City's responsive review of the draft documents.

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# **Attachment A**

## Project Timeline

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# **Attachment B**

## Cost Proposal

DUDEK

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

#### **Consultant Service Agreement between City of Fresno (the City) and Dudek (the Consultant) Urban Forest Management Plan**

#### **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

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

#### **MINIMUM LIMITS OF INSURANCE**

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

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

performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

OR\*

**PERSONAL AUTOMOBILE LIABILITY** insurance with limits of liability not less than:

- (i) \$100,000 per person;
- (ii) \$300,000 per accident for bodily injury; and,
- (iii) \$50,000 per accident for property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

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

5. **PROFESSIONAL LIABILITY** (Errors and Omissions):

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

**UMBRELLA OR EXCESS INSURANCE**

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

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**

The Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and the Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the City's Risk Manager or designee. At the option of the City's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, agents, and volunteers; or
- (ii) The Consultant shall provide a financial guarantee, satisfactory to the City's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall the City be responsible for the payment of any deductibles or self-insured retentions.

### **OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

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

1. The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. The Consultant shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The Consultant shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: The Consultant and its insurer shall waive any right of subrogation against the City, its officers, officials, employees, agents, and volunteers.

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

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by the Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by the Consultant, the Consultant must purchase "extended reporting" coverage for a minimum of five years after completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to the City

for review.

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

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

#### **VERIFICATION OF COVERAGE**

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

**EXHIBIT C**  
**DISCLOSURE OF CONFLICT OF INTEREST**  
Urban Forest Management Plan

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/> **
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/> **
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			
**Not to our knowledge			

Explanation: \_\_\_\_\_

Currently we have an as needed contract with the County of Fresno

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☐ Additional page(s) attached.

DocuSigned by:

*Joseph Monaco*

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Signature

June 21, 2022

Date

Joseph Monaco

(Name)

Dudek

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