# EXHIBIT 1

# **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this <u>26thday</u> of <u>october</u>, 2022 ("Effective Date"), by and between the CITY OF ALAMEDA, a municipal corporation ("the City"), and Dudek, a California corporation, whose address is 605 3<sup>rd</sup> Street, Encinitas, CA 92024 ("Provider"), in reference to the following facts and circumstances:

### RECITALS

A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The City is in need of the following services: Consulting services for the development of an Urban Forest Plan. City staff issued an RFP on April 5, 2022 and after a submittal period of 32 days received four (4) timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs.

C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. The City and Provider desire to enter into an agreement for development of an Urban Forest Master Plan, upon the terms and conditions herein.

#### AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

### 1. <u>TERM</u>:

The term of this Agreement shall commence on the <u>26th</u> day of <u>0ctober</u> 2022, and shall terminate on the <u>25th</u>day of <u>0ctober</u> 2023, unless terminated earlier as set forth herein.

The parties may agree to extend the term of this Agreement on a year-by-year basis, for up to one (1) additional years. Any extension shall be documented in a signed amendment. In the event that the parties agree to extend the Agreement, all provisions of the Agreement shall remain unchanged.

### 2. <u>SERVICES TO BE PERFORMED</u>:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in <u>Exhibit A</u> as requested. Provider acknowledges that the work plan included in <u>Exhibit A</u> is tentative and does not commit the City to request Provider to perform all tasks included therein.

### 3. <u>COMPENSATION TO PROVIDER</u>:

a. By the 10<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in <u>Exhibit B</u> and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis set forth in <u>Exhibit B</u>. City agrees to pay Provider's invoices within thirty (30) days of receipt.

b. The total compensation for this Agreement shall not exceed \$269,830.29.

# 4. <u>TIME IS OF THE ESSENCE</u>:

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

# 5. <u>STANDARD OF CARE</u>:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

# 6. <u>INDEPENDENT PARTIES</u>:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

### 7. <u>IMMIGRATION REFORM AND CONTROL ACT (IRCA)</u>:

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

# 8. <u>NON-DISCRIMINATION</u>:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical)

including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

### 9. <u>HOLD HARMLESS</u>:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

### 10. <u>INSURANCE</u>:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (4) Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions,

officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

n/a

**Provider Initials** 

#### b. <u>COVERAGE REQUIREMENTS</u>:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) <u>Workers' Compensation</u>:

Statutory coverage as required by the State of California.

(2) <u>Liability</u>:

Commercial general liability coverage in the following minimum limits:

| Bodily Injury:   | \$1,000,000 each occurrence<br>\$2,000,000 aggregate - all other |
|------------------|--|
| Property Damage: | \$1,000,000 each occurrence<br>\$2,000,000 aggregate             |

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(3) <u>Automotive:</u>

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

| Bodily injury:<br>Property Damage: | \$1,000,000 each occurrence<br>\$1,000,000 each occurrence |
|------------------------------------|--|
| or                                 |  |
| Combined Single Limit:             | \$2,000,000 each occurrence                                |

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) <u>Professional Liability</u>:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each occurrence

Technology professional liability errors and omissions 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 City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

#### c. <u>SUBROGATION WAIVER</u>:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

#### d. <u>FAILURE TO SECURE</u>:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

#### e. <u>ADDITIONAL INSUREDS</u>:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

### E. <u>SUFFICIENCY OF INSURANCE</u>:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

# 11. <u>CONFLICT OF INTEREST</u>:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

# 12. <u>PROHIBITION AGAINST TRANSFERS</u>:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

### 13. <u>APPROVAL OF SUB-PROVIDERS</u>:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement

with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall <u>not</u> apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

### 14. <u>PERMITS AND LICENSES</u>:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

### 15. <u>REPORTS</u>:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

### 16. <u>RECORDS</u>:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

### 17. <u>NOTICES</u>:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda City Manager's Office 2263 Santa Clara Ave, Room 230 Alameda, CA 94501 ATTENTION: Danielle Mieler/Sustainability and Resilience Manager Ph: (510) 747-4700 / <u>dmieler@alamedaca.gov</u>

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

Dudek 605 3rd Street Encinitas, CA 92024 ATTENTION: Legal Dept. Ph: (760) 942-5147

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda City Manager's Office 2986 Johnson Ave Alameda, CA 94501 ATTENTION: Danielle Mieler, Sustainability and Resilience Manager Ph: (510) 747-4713 / <u>dmieler@alamedaca.gov</u>

### 18. <u>SAFETY</u>:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

# 19. <u>TERMINATION</u>:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

### 20. <u>ATTORNEYS' FEES</u>:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorney's fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney's office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

### 21. <u>HEALTH AND SAFETY REQUIREMENTS.</u>

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section. [See Certification of Compliance attached.]

### 22. <u>COMPLIANCE WITH ALL APPLICABLE LAWS</u>:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City.

### 23. <u>CONFLICT OF LAW</u>:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

#### 24. <u>WAIVER</u>:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

#### 25. <u>INTEGRATED CONTRACT</u>:

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

#### 26. <u>CAPTIONS</u>:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

### 27. <u>COUNTERPARTS</u>:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

### 28. <u>SIGNATORY</u>:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

#### 29. <u>CONTROLLING AGREEMENT</u>:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

### [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

Dudek a California corporation

---- DocuSigned by:

Joseph Monaco

Joseph Monaco President & CEO CITY OF ALAMEDA a municipal corporation

DocuSigned by:

Nancy Bronstein 10/26/2022

Nancy Bronstein Interim City Manager

DocuSigned by: hustine Moore

Christine Moore CFO

APPROVED AS TO FORM:

City Attorney

-DocuSigned by: Ler Aslanian

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Len Aslanian Assistant City Attorney

# Certification of Compliance With the City of Alameda's Vaccination Requirement

The City of Alameda ("City") requires all individuals who perform work for the City to be fully vaccinated<sup>1</sup> against COVID-19. All service providers and contractors for the City must sign the following statement certifying compliance with this requirement.

By signing below, I certify that all of our personnel who are performing work for the City are fully vaccinated against COVID-19. I also acknowledge that the City reserves the right to review any relevant records to demonstrate our compliance with this requirement. I declare under penalty of perjury that the foregoing is true and correct.

Dudek

Date: September 7, 2022

DocuSigned by: Joseph Monaco 61412CB5E28E42E

By: Joseph Monaco Its President and CEO

<sup>&</sup>lt;sup>1</sup> For the purposes of this Certification of Compliance, an individual is considered to be fully vaccinated if two weeks have passed since their second dose in a 2-dose series (such as the Pfizer or Moderna vaccines) or if two weeks have passed since receiving their single-dose vaccine (such as Johnson & Johnson's Janssen vaccine).

# Exhibit A

# Cover Letter

May 20, 2022

Danielle Mieler Sustainability and Resilience Manager City of Alameda 2263 Santa Clara Avenue, Room 300 Alameda, California 94501

#### Subject: Proposal for Urban Forest Plan

Dear Ms. Mieler,

Dudek is pleased to submit this proposal to prepare an Urban Forest Plan (UFP) for the City of Alameda (City). The team specifically chosen for this contract has the expertise and the qualifications outlined in the Request for Proposal (RFP). The UFP will be a high-quality, sciencebased, model-planning tool that incorporates the tree priorities and values of key stakeholders. Together, the project team offers the City the following strengths:

**Collaborative Team.** Project Manager Ryan Allen will lead the Dudek team. Supporting Mr. Allen will be subject matter experts who will lead specific project tasks and be supported by additional team members.

#### **CONTACT INFORMATION**

Dudek 1630 Pablo Avenue, Suite 300 Oakland, California 94612 P: 626.658.0070 Ryan Allen, Project Manager rallen@dudek.com

Dudek team expertise includes International Society of Arboriculture (ISA)-Certified Arborists, municipal specialists, urban foresters, a plant pathologist, urban planners, geographic information system (GIS) specialists, a data scientist, publication specialists, and graphic designers. We will leverage our collective team experience to maximize the utility and quality of the project deliverables, saving the City time and money.

Partnering with Dudek will AIM Consulting, a woman-owned small business that works with both public and private clients throughout Northern California. AIM will be the primary lead for developing the community outreach and engagement plan, and executing public events.

An Informed, Creative Approach to UFPs and Canopy Cover Analyses. The proposed project team has successfully completed urban forestry projects, including urban forest management/master plans (UFMPs), street tree master plans, and canopy cover analyses. Recent relevant urban forestry and canopy cover analysis projects include those for the Cities of San Jose, Hillsborough, Los Angeles, Rancho Cordova, Downey, Willits, Beverly Hills, Temecula, and La Mesa, as well as for the Sacramento Tree Foundation. Dudek approaches projects in terms of evaluating municipal urban forestry programs compared to sustainable indicators. Indicators provide a baseline with which a city's program can be compared, and they provide goals that can be incorporated into short- and long-range urban forestry planning.

**Firm Qualifications**. Dudek is an employee-owned, multidisciplinary environmental firm with 41 years' operating experience. Dudek is comprised of more than 700 planners, environmental scientists, cultural resources specialists, civil engineers, landscape architects, and support staff in 17 offices across six states. We assist

private and public clients on a broad range of projects that improve our clients' communities, infrastructure, and natural environment. From environmental assessment, planning, design, remediation, and permitting through construction, we help move projects forward through the complexities of regulatory compliance, budgetary and schedule constraints, and conflicting stakeholder interests. With our team of experts, we provide a more streamlined approach that works best for the City. Our Oakland office opened in 2017 and provides a full suite of services.

A Responsive Team that Builds your Trust. Our team will be responsive while staying on task and schedule. We are available on short notice and will respond to all communication within 24 hours. We create strong working relationships and build trust with our clients to deliver quality products. The team will commit to the timeline in this proposal and can commit up to 100% availability if needed by the City.

Dudek can adhere to the provisions and insurance requirements as put forth in the RFP. Dudek does not take any exceptions to the contract and poses no conflict of interest in performing the work.

We look forward to working with the City on developing a UFP. If there are any questions or concerns about this submittal, please contact Project Manager Ryan Allen at 626.658.0070 or rallen@dudek.com.

Sincerely,

m

Joseph Monaco President and CEO

Joseph Monaco is authorized to sign on behalf of Dudek.

(///\_

**Ryan Allen** Project Manager

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| 1 City of La Mesa Canopy Cover Analysis |  |
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# Relevant Experience of Key Personnel and the Firm

# Key Personnel Experience

All Dudek staff members routinely engage in continuing education efforts to maintain their credentials and stay current on the latest research and technologies employed in the urban forestry field. This helps our team maintain up-to-date knowledge regarding trees, impact minimization techniques, and preservation methods where trees may experience disturbances. Dudek personnel and their credentials include the following:

- Registered Consulting Arborist (RCA), American Society of Consulting Arborists
- International Society of Arboriculture (ISA)-Certified Arborists
- ISA-Certified Arborists with Tree Risk Assessment Qualifications (TRAQ)
- Municipal Arborist Specialist
- Certified Planners, American Institute of Certified Planners (AICP)

Dudek's urban forestry team will meet the needs of the City of Alameda (City) with one of California's most experienced and diverse private-practice urban forestry teams. The Dudek team has decades of experience working on urban forestry projects throughout California. Dudek's goal for this project is to integrate seamlessly with the City, providing unparalleled client service with a positive result from every interaction.

We have assembled a team with the knowledge and specific expertise to complete the scope of services outlined in the Request for Proposals (RFP). Michael Huff, RCA, ISA-certified arborist, and director of Dudek's urban forestry team, will serve as principal in charge. Urban Forestry Specialist and ISA-certified arborist Ryan Allen will be the project manager, oversee the project, and serve as the primary point of contact for the City. Urban Forestry Specialist and Plant Pathologist Abby Beissinger will serve as deputy project manager and support Mr. Allen.

### EXPERIENCE WITH THE CITY AND SAN FRANCISCO BAY AREA

Dudek will serve this contract from our N California offices, including Oakland, Santa Cruz, Sacramento, Auburn, Santa Barbara, and Pasadena. Our team has successfully served urban forest management projects, and we have extensive experience throughout the Bay Area. We have worked on numerous urban forest management/master plans (UFMPs) throughout the state with comparable demographics and regulations as those that exist in the City. Dudek has performed professional consulting services for the following select regional projects:

- Community Forest Management Plan, City of San Jose
- Tree Ordinance Update, Town of Hillsborough
- On-Call Arborist, City of Walnut Creek
- UFMP, City of Rancho Cordova
- UFMP, City of Salinas
- Green Neighborhoods Program, Sacramento Tree Foundation
- Forest Health Plan for Mt. Madonna County Park, Santa Clara County Parks

- Post-Fire Hazard Tree Assessments, California Department of Transportation and California State Parks, Santa Cruz County
- Tree Appraisal Services for Point Lobos State Park, Monterey County
- Hazard Tree Assessments for the State Route 17 Shaded Fuel Break Project, Santa Clara County
- Professional Forestry and Arborist Services, County of Fresno

#### RESUMES

# Ryan Allen PROJECT MANAGER

Ryan Allen is an urban forester with 14 years' experience providing strategic environmental planning to organizational programs. Mr. Allen's work deepens the positive impact on the communities he serves and increases organizational capacity. He has experience working with elected officials and staff as he builds and maintains strategic partnerships.

#### **Relevant Projects/Experience**

- CFMP | CITY OF SAN JOSE
- UFMP Preliminary Planning and Roadmap | CITY OF LOS ANGELES
- UFMP | CITY OF RANCHO CORDOVA
- Tree Ordinance Update | TOWN OF HILLSBOROUGH
- UFMP | CITY OF DOWNEY
- UFMP | CITY OF BEVERLY HILLS



#### Education

Pepperdine University BA, Communications, (Creative Writing emphasis)

# Certifications

Certified Arborist, No. WE 10316A TRAQ Municipal Specialist

# Abby Beissinger DEPUTY PROJECT MANAGER

Abby Beissinger is a plant pathologist and urban forester with 7 years' experience implementing pest and pathogen management strategies. Ms. Beissinger uses science-based recommendations to empower communities to make the best decisions when addressing plant health issues. She has worked closely with federal and state regulatory agencies to address new issues caused by invasive pests and pathogens. Ms. Beissinger's expertise includes developing science-based plant health management plans; pathogen and insect diagnostics on trees, vegetables, fruit, and ornamental crops; community engagement; research and data analysis; and teaching.

#### **Relevant Projects/Experience**

- CFMP | CITY OF SAN JOSE
- UFMP | CITY OF WILLITS
- Street Tree Master Plan | CITY OF DOWNEY
- UFMP | CITY OF RANCHO CORDOVA



#### Education

Washington State University MS, Plant Pathology

University of Wisconsin-Madison BA with distinction, Anthropology

#### **Professional Affiliations**

American Phytopathological Society

# Dana Link-Herrera

#### **URBAN FORESTRY AND WILDFIRE PLANNER**

Dana Link-Herrera is an urban forestry and wildfire planner with 7 years' experience and a strong foundation in environmental and urban planning. She prepares urban forestry and wildfire planning documents and provides project management support for federal, state, and local clients. She is experienced in conducting canopy cover analyses and long-range planning for the urban forest. Her background in urban planning, wildfire planning, community outreach, and environmental analysis provide a holistic approach to urban forest management planning.

#### **Relevant Projects/Experience**

- UFMP | CITY OF TEMECULA
- UFMP | CITY OF LA MESA
- UFMP | CITY OF RANCHO CORDOVA
- UFMP | CITY OF BEVERLY HILLS

# Michael Huff, RCA PRINCIPAL IN CHARGE

Michael Huff is founder and manager of Dudek's Urban Forestry/Fire Protection Planning team with 29 years' experience as a forester and fire protection planner. Mr. Huff specializes in management of community-wide and project-specific Fire Protection Plans, wildland– urban interface fire management plans, wildfire hazard reduction projects, California Environmental Quality Act (CEQA) supporting technical documents, Oak Woodland impact and mitigation plans, UFMPs, CFMPs, forest and tree inventories, impact analysis studies, and tree hazard evaluations. Mr. Huff possesses considerable project issue resolution experience and focuses on working within the regulations to provide creative, cost-saving solutions to his clients. He routinely participates in public hearings, strategy sessions, and provides public presentations.

### **Relevant Projects/Experience**

- UFMP | NATIONAL CITY
- UFMP Roadmap | CITY OF LOS ANGELES
- On-Call Arboricultural Services | CITY OF IRVINE



Education California State Polytechnic University, Pomona MURP, Urban and Regional Planning University of California, San Diego BA, International Studies (Environmental Studies minor) Professional Affiliations

APA, AEP



**Education** Northern Arizona University BS, Forest Management

**Certifications** RCA ISA-Certified Arborist, No. WE-4276A Certified Wildland Fire Ecologist

# Kalie Ortiz

# **URBAN FORESTRY SPECIALIST**

Kalie Ortiz is an urban forestry specialist with a background in forestry and an applied focus in hydrology. She has 2 years' experience as a water equity organizer and community outreach coordinator for a nonprofit organization where she managed and supported urban forestry/water-related project development in the greater Los Angeles region. Ms. Ortiz's expertise in forestry and community engagement assists her as she contributes to the development of sustainable and equitable UFMPs.

### **Relevant Projects/Experience**

- UFMP | CTY OF TEMECULA
- UFMP | CITY OF CHICO
- URBAN FOREST FINANCING STUDY | CITY OF LOS ANGELES

# Jeremy Cawn, RPF URBAN FORESTRY SPECIALIST

Jeremy Cawn is an urban forestry and wildfire mitigation specialist with 9 years' experience as an arborist, utility forester, and hazardous vegetation management program manager. Mr. Cawn's arboricultural experience includes urban forest inventory and management, hazard tree assessments, pest and disease surveys, tree protection ordinance administration, new development plan review, and tree maintenance contract administration. Mr. Cawn previously worked as an arborist and forester for New York City, the City of Claremont, and the City of Glendale. Prior to his work experience in urban forestry and vegetation management, Mr. Cawn spent 11 years working as a wildland fire fighter and a prescribed fire specialist.

# **Relevant Projects/Experience**

- Eucalyptus Windrow Internal Decay Evaluations | CITY OF IRVINE
- Hazardous Trees and Fuels Reduction Identification | COUNTY OF FRESNO
- Arborist Report for the St. Joseph Medical Center North Tower Expansion | DIGNITY HEALTH



*Education* Humboldt State University BS, Forestry, concentration in Hydrology



#### Education

Northern Arizona University Professional Certification, Fire Ecology and Hazardous Fuels Management

Southern Illinois University BS, Forestry (Natural Resource Management)

#### Certifications

ISA Certified Arborist, Municipal Specialist No. NY-5876AM RPF, No. 3007 Certified Wildfire Mitigation Specialist, NFPA

#### Professional Affiliations

SoCal Fire Prevention Officers Association

ISA

# Clarissa Boyajian

### **URBAN FORESTRY DATA SCIENTIST**

Clarissa Boyajian is a certified arborist with 5 years' experience in urban forestry nonprofit management. Ms. Boyajian has experience using R, Python, and command line programming languages for projects to analyze satellite and spatial data to calculate tree canopy cover and create custom map layers for tree inventory systems. Ms. Boyajian has cultivated strong collaborative relationships with community members, business owners, and municipal staff.

#### **Relevant Previous Projects/Experience**

- Koreatown Youth & Community Center | LOS ANGELES ENVIRONMENTAL SERVICES DEPARTMENT
- Various Programs | TREEPEOPLE

#### Education

University of California, Santa Barbara MS, Environmental Data Science

Occidental College BA, Urban and Environmental Policy

#### Certifications

ISA-Certified Arborist, No. WE-12099A

# Jared Davis URBAN FORESTRY ANALYST

Jared Davis is a certified arborist with 6 years' experience in public outreach and education. Mr. Davis has created educational content for community outreach, leading educational programs for different age groups and fostering relationships between non-profits and the public. Mr. Davis is also well-versed in field data collection, trail installations, and monitoring and managing native and invasive plant species.

#### **Relevant Previous Projects/Experience**

- Restoration Technician | SONOMA ENERGY CENTER
- Natural Resources and Outreach Intern | KUPU'AINA CORPS/MALAMA MAUNALUA
- Outdoor Educator | KIDS IN NATURE

#### Education

University of Colorado BA, Environmental Studies BA, Ecology and Evolutionary Biology

Certifications

ISA-Certified Arborist, TRAQ

# Steven Stuart PRINCIPAL HYDROGEOLOGIST

Steven Stuart is a professional 5ydrogeologist with 25 years' experience managing California groundwater supply projects, subsurface remediation projects, and hydrogeological investigations. He has experience with collecting and analyzing hydrogeologic and geologic data, designing and constructing water production wells and observation wells, and designing and implementing 2d and 3d finite difference numerical models to simulate groundwater flow in the unsaturated and saturated zones.

#### **Relevant Previous Projects/Experience**

- Groundwater Sustainability Plan for the Yucaipa Basin | SAN BERNANDINO VALLEY MUNICIPAL WATER DISTRICT
- Water Budget Analysis | RANCHO PAUMA MUTUAL WATER
- Water Availability Analysis for Water Appropriation Application | EASTERN MUNICIPAL WATER DISTRICT

#### Education

San Diego State University MS, Geology (Hydrogeology emphasis) University of California, San Diego BS, Physics (Earth Sciences Specialization) Certifications Professional Engineer (PE), CA No. 79764 Professional Affiliations Member of National Ground

Water Association

# Curtis Battle GIS TECHNICIAN

Curtis Battle is a geographic information system (GIS) technician with 12 years' experience in a wide variety of GIS platforms and techniques. Mr. Battle has expertise in ArcMap, ArcCatalog, and ArcPad; Trimble, Spectra, and Garmin GPS platforms; geodatabase construction and maintenance; quantitative geographic methods; cartography; species distribution modeling; remote sensing fundamentals and methods; Python programming; and cartography. He has provided GIS support for numerous environmental impact reports; technical studies, including biological technical reports, vegetation mapping, and wildlife surveys; mitigated negative declarations; preliminary environmental analysis reports; initial studies; and mitigation monitoring and reporting programs.

#### **Relevant Projects/Experience**

- UFMP | CITY OF TEMECULA
- UFMP | CITY OF CHICO
- UFMP | CITY OF WILLITS
- UFMP | CITY OF RANCHO CORDOVA

# Raoul Rañoa SENIOR GRAPHIC DESIGNER

Raoul Rañoa is a senior graphic designer with 24 years' experience breaking down complex data and processes into detailed, visual presentations suitable for experts and a general audience. Mr. Rañoa has prepared print, online, and animated visuals covering every facet of the environmental consulting industry, including large-scale construction projects, unmanned aerial survey missions, sea-level-rise, hydrological processes, and green-technology. He is knowledgeable in print and web graphics production, including prepress, vector and 3D illustration, GIS, social media, video, and motion graphics.

#### **Relevant Projects/Experience**

- San Diego State University Mission Valley Campus Master Plan/Design Guidelines | SAN DIEGO STATE UNIVERSITY
- Tijuana River Estuary Tidal Restoration Program | STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION
- UFMP | CITY OF DOWNEY



Education San Diego State University MS, GlScience BA, Geography Mesa College AS, GIS Specialist Professional Affiliations Golden Key Honor Society



Education

California Polytechnic State University, Pomona BA, Communications (Journalism Focus)

# Firm Experience

# PROJECTS WITH THE CITY AND SAN FRANCISCO BAY AREA

#### CITY OF SAN JOSÉ CFMP

#### Dates: 2019-2021

Dudek is finalizing the San José CFMP driven by meaningful community engagement and technical expertise. Project tasks include analyzing the existing tree canopy cover using satellite imagery; conducting 17 interviews with City staff, elected officials, and stakeholders; creating a project webpage and outreach video; conducting a Strengths, Weaknesses, Opportunities, and Threats analysis of current management practices; determining the condition of the City of San José's urban forest; managing online community engagement forums; and developing achievable short- and long-term goals. The resulting



CFMP will clearly and concisely present the complexities of urban forest management with accompanying easy-tointerpret graphics so that the document is understandable to seasoned urban foresters as well as to the general public. Completed February 2022. The project website can be viewed at <u>https://sanjosecfmp.com/</u>.

#### TOWN OF HILLSBOROUGH, TREE PRESERVATION ORDINANCE REVIEW AND UPDATE

#### Dates: 2022-Ongoing

Dudek is updating the Town ordinances related to tree removal. Focusing on a comprehensive view of the Town's Tree Ordinance to help progress the Town towards preserving trees when possible and ensuring sufficient replacement of trees that require removal. Dudek provides specific recommendations for amendments to the Town's municipal code that applies to the tree removal ordinance and any others with respect to tree protection. Development of the recommendations are based on promoting sustainable urban forestry practices and draw from on information gathered during the review and analysis, input from the Town staff, Architecture and Review Board, City Council, the City Manager's task force, and community members.

#### CITY OF WALNUT CREEK, ON-CALL ARBORIST SERVICES

#### Dates: 2019-Ongoing

Dudek is currently serving as the contract City Arborist for the City of Walnut Creek. Our services include reviewing and issuing or denying tree removal permits, conducting site evaluations of trees, and conducting development plan review where proposed construction activities may impact protected trees. We use the City's Accela system to access project records, and routinely meet with property owners and managers to discuss tree-related issues.

### **RELEVANT PROJECTS THROUGHOUT THE STATE**

#### CITY OF LOS ANGELES, FIRST STEP TO A UFMP

#### Dates: 2018-2019

Dudek's work on the First Step to a UFMP for the City of Los Angeles highlighted the priority actions the City would need to take to progress towards sustainable management of the urban forest. Dudek used our expertise in urban forestry, arboriculture, and City tree management to address the systemic issues of low-funding, lack of current data, and patchwork solutions to develop a comprehensive approach to progressively address each issue and build an urban forestry program that can lead to equitably distributed and healthy trees throughout the City.

#### CITY OF LA MESA UFMP

#### Dates: 2020-2022

Dudek is currently developing the City of La Mesa's UFMP document that includes a thorough analysis of all management practices and a LiDAR canopy cover analysis, facilitating a stakeholder working group, interviewing all relevant City staff who impact trees, and analyzing the current status of the urban forest. The goal of the UFMP is to help the City of La Mesa reach canopy cover and greenhouse gas emission reduction goals of their Climate Action Plan. The project is funded through the California Department of Forestry and Fire Protection, and all project objectives will be aimed toward achieving the stated outcomes of the grant project.



#### Dates: 2019-2022

Dudek is leading the development of the City of Rancho Cordova's UFMP document in partnership with the Sacramento Tree Foundation. Highlights of the project include the development of an online survey, project webpage, and strategic tree planting plan; interviews with City staff; and a LiDAR canopy cover analysis (see figure on the right). The project focuses on development standards for new residential communities, verifying that land use planning incorporates trees into designs to create healthy tree-lined streets. The project is determining the sustainability of the urban forest using an i-Tree analysis and an assessment of sustainability indicators. The California Department of Forestry and Fire Protection provides funding for the project, and project objectives will help the City of Rancho Cordova achieve the



outcomes of the grant. The City of Rancho Cordova's UFMP was presented at the Regular City Council Meeting on March 21, 2022 and can be viewed here: https://www.cityofranchocordova.org/departments/public-works/urbanforestprogram#:~:text=Urban%20Forest%20Master%20Plan,served%20and%20under% 2Dcanopied%20neighborhoods



#### CITY OF TEMECULA UFMP AND INVENTORY

#### Dates: 2020-Ongoing

Dudek is in the process of developing the City of Temecula's UFMP, which included a tree inventory of 27,000 trees. The project includes analysis of the current status of the urban forest and identified threats to current species based on predicted climate change and invasive pests/pathogens. In addition, a significant community education component, including an urban forest summit, pop-up outreach events, a working group, and outreach pamphlets, was developed. Other project tasks include re-establishing the City's tree maintenance policy and standards; reviewing the City's existing tree ordinance; and developing a master tree planting plan with a recommended tree species palette that received input from various stakeholders and community groups. The plan will align with the



City's core steering document, Quality of Life Master Plan to ensure that the UFMP will be successfully implemented. The project website can be viewed at https://temeculatrees.org/.

# General Firm Information

#### **FIRM OVERVIEW**

Dudek is a California-based environmental and engineering consulting firm with offices nationwide staffed by more than 700 planners, scientists, civil engineers, contractors, and technical experts. We help our clients address challenges related to infrastructure, planning, and the environment to drive project progress and create lasting results. With analyses based in science and ethics, Dudek offers solutions that encompass the project lifecycle and anticipate future needs. Our professionals find practical, cost-effective approaches to help you achieve your project-specific and overall goals. We work to build your trust, which allows us to offer constructive and durable project solutions.

#### **CLIENT FOCUS AREAS**

We offer a range of services and specialize in helping our clients accomplish the following:

#### Improve deteriorating roads, bridges, water facilities, and other

**infrastructure.** We plan and design infrastructure that considers usage, the right technology, environmental factors, agency budgets and timeframes, and stakeholder concerns to achieve future-proof structures.

**Transform our energy economy towards reliable renewable energy.** We help plan for construction or improvement of solar, wind, and other renewable clean energy facilities by providing effective siting, permitting, construction, and compliance, while balancing budget and schedules to deliver timely and cost-effective results.

**Manage our natural resources.** We provide science-based analysis for preserve design and protected species survey methodologies, coupled with conservation and restoration planning, permitting, design, and installation expertise.

#### **DUDEK AT A GLANCE**

- 41 years in business
- California corporation; employee-owned
- Multidisciplinary environmental and engineering services
- 12 California offices, including Oakland
- 700+ employees
- Dun & Bradstreet 92% rating for reliability, timeliness, and responsiveness

**Mitigate effects of flooding, fires, and other hazards linked to climate change.** We help clients consider open spaces, species, and ecosystems when planning for preservation or development. We are adept at navigating regulations, working with agencies, and communicating with stakeholders to achieve results based in sound scientific principles and robust data.

**Comply with changing regulations.** Our scientists and planners have established strong working relationships with the local staff of state and federal regulatory agencies and keep a pulse on changing regulations. Our knowledge of agency expectations, inter-agency agreements, and local regulations involving your project are vital for keeping projects moving forward and obtaining final approvals.

Addressing community housing, mobility, and environmental justice issues. We enhance community livability and development with cost effective and sustainable planning. Our planners, designers, climate adaptation, forestry, wildfire, and mobility specialists bring holistic problem solving and science into each plan and project.

Leverage new technologies. Whether your goal is to collect hard-to-access information, build consensus among stakeholders, survey or educate a large group, or demystify a complex process, Dudek can support your goal with designers, unmanned aerial vehicle and LiDAR surveyors, GIS specialists, community outreach leaders, and accessibility experts to identify the optimal platform, imagery, simulation, mapping, or surveying to effectively communicate your project processes, objectives, and benefits.

#### **DUDEK OFFICES**

| MAIN OFFICES  |  |   |
|---|--|---|
| 605 Third Street<br>Encinitas, California 92024   | 1630 San Pablo Avenue, Suite 300<br>Oakland, California 94612  |   |
| ADDITIONAL DUDEK OFFICES  |  |   |
| 3615 Main Street, Suite 103<br>Riverside, California 92501<br>1102 R Street<br>Sacramento, California 95811 | 78-075 Main Street,<br>Suite G-203<br>La Quinta, California 92253<br>38 North Marengo Avenue<br>Pasadena, California 91101 | 1 SW Columbia Street,<br>Suite 1500<br>Portland, Oregon 972041001<br>Bannock Street, Suite 34<br>Denver, Colorado 80204 |
| 853 Lincoln Way, Suite 208<br>Auburn, California 95603<br>1701 Westwind Drive, Suite 227                    | 27372 Calle Arroyo<br>San Juan Capistrano,<br>California 92675   | 970 N Kalaheo Avenue,<br>Suite C206<br>Kailua, Oʻahu, Hawaiʻi 96734   |
| 725 Front Street, Suite 400<br>Santa Cruz, California 95060   | 2280 Historic Decatur Road,<br>Suite 200<br>San Diego, California 92106  | 223 E City Hall Avenue,<br>Suite 321<br>Norfolk, Virginia 23510   |
|   | 621 Chapala Street<br>Santa Barbara, California 93101  | 631 Lucerne Avenue, Suite 206<br>Lake Worth Beach,<br>Florida 33460   |

# Scope of Services

An Urban Forest Plan (UFP) 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 UFP 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 into the future.

The City can count on Dudek to design and implement a UFP document that will clearly and concisely present the complexities of urban forest management, with measurable and specific goals and that applies a strategic approach to better manage the urban forest. 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 UFP outside the scope of the tasks proposed in the RFP.

### Task 1. Project Management

#### Task 1.A. Coordination and 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 data needs from the City, and additional information 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 UFP. 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.

Dudek will present the draft and final plan documents of the UFP and recommendations to the relevant City Board and Commission and City Council meetings with the goal of City Council adoption of the final UFP. We anticipate up to four (4) presentations for this task.

Note: Dudek's plan and schedule for public outreach meetings are provided in Section 3 of this proposal.

#### Task 1.B. Project Schedule

This proposal provides an anticipated timeline for project completion based on the project commencing in August 2022. During the initial kickoff meeting, we will review the project timeline and adjust tasks and milestone completion dates based on the actual start date. Dudek will ensure the schedule reflects realistic timeframes to complete and provide deliverables to the City, and the City is provided with a realistic review period for tasks. A realistic timeframe for delivering completed tasks and City review will help to ensure that the project remains on schedule. Dudek's anticipated project timeline is presented in the **Anticipated Timeline Section** of this proposal.



#### Task 1.C. Administration

Dudek will submit consolidated monthly invoices to the City that includes a progress report reflecting work completed and will maintain project files in accordance with the Work Plan.

#### Task 1.D. Work Plan

After the initial kickoff meeting, Dudek will prepare a Work Plan based on the agreed upon Scope of Work that will include a list of deliverables, milestone submittal schedule, summary of organization responsibilities and contacts, and task budgets. Dudek will submit the Work Plan to the City for approval prior to submittal of the first invoice. Dudek's Work Plan will be based on the Scope or Work presented in this proposal as well as input from the City upon project kick off.

# Task 2. Analysis of Current Status, Challenges, and Opportunities

#### Task 2.A. Assess City Policies and Documents

Dudek will conduct a comprehensive review of the City's urban forest policies, practices, ordinances, and procedures. We seek to understand current tactics and identify areas for improvement to ensure the City meets the standards of sustainable urban forest management. Development of this UFP section will include a review of relevant City planning documents, tree management governance structure, tree preservation ordinances, and standard guidelines, along with details and design practices that relate to City trees.

The review of relevant City planning documents will define what the document is, how it relates to urban forest and tree management, and how the UFP and planning document are aligned to support city-wide urban forest, sustainability, and equity goals. Technical specifications, guidelines, and standards will be compared with ISA and American National Standards Institute best management practices for tree management. Recommendations for updates will be provided for City consideration. The review of planning documents will include, but is not limited to the following:

- 2010 Street Tree Master Plan
- General Plan (relevant sections)
- Municipal Code (e.g., Protection of Trees, Trees and Shrubbery, Landscaping, Preservation of Historical and Cultural Resources)
- City Guidelines, Specifications, and Standards (e.g., Street Design, Planning Permits, Greenstreet Guidelines, Neighborhood Design Guidelines, Tree Removal/Pruning Permits, Landmark Trees, Master Tree List, Parking Lot Shade Guidelines, Street Tree Planting Requirements, City Landscape and Tree Maintenance Specifications)
- Climate Action and Resiliency Plan
- The Green Infrastructure Plan
- The Response of the Shallow Groundwater Layer and Contaminants to Sea Level Rise in Alameda 2020 report
- AMP Tree Management Program and compliance with California Public Utilities Commission General Order 95
- Contractor technical specifications for public tree maintenance

To further understand the City's urban forest program, we will conduct stakeholder interviews with representatives from City departments, City Council offices, Advisory Commissions, other public agencies, and non-profit groups that are involved in the various actions, decisions, and public engagement and tree management activities that may also directly affect the urban forest. The intent of the stakeholder interviews will be to review the following:

- Existing tree management and protection policies and regulations in comparison to model tree ordinances
- 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 forest 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
- Urban forest program funding

Following the interviews, we will summarize all relevant information from each interview and identify future challenges and opportunities, City governance structure, existing public/private conflicts, and recommendations for improving City policies, procedures, and plans for both public and private trees. This information will be an important component in developing the strategic plan and management goals of the UFP. We will provide meeting minutes summarizing the major discussions from each interview. We expect that up to twelve (12) interviews will be needed.

#### Task 2.B. Assess Program Structure, Function, and Budget

Sustainable management of a City's tree inventory depends on appropriate budget and staffing levels. For this task, Dudek will first identify the current governance structure of City tree management, the departments and staff involved, and their roles in tree management. The review will determine if the current structure is sufficient to support tree management, or if improvement is needed in staffing levels, staff training, or efficiencies in inter-departmental communications and implementation of programs and policies.

Following budget and staffing review, we will conduct an analysis of the City's tree program over the past five years to understand how funding has previously been allocated. The analysis will consider costs by annual performance measurements of management actions, such as number of trees planted, cared for, pruned, removed, and other metrics. The analysis will generate a cost for the City to complete each of the listed management tasks. Following this review, Dudek will determine if the current budget supports the ideal level of service and provide a recommended budget to meet the needs of the City.

#### Task 2.C. Assess Current City Public Tree Resources (Streets, Easements, Open Space, and Parks)

Dudek will analyze the existing tree inventory datasets to first determine the stocking levels of all filled and vacant tree planting sites. The City's tree inventory will also be used 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 with research-supported sustainability indicators. 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.

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

Dudek's approach for outreach and engagement to capture current public opinion is described in **Section 3** of this proposal.

#### Task 2.D. Assess Private and Public Trees Resources (Canopy Cover Analysis)

Dudek will conduct a canopy analysis that includes all trees within City limits, including public and private property, 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 analyze whether trees are equitably distributed throughout the City.

For this task, Dudek will utilize publicly available canopy and land use data generated by the United States Forest Service Urban Tree Canopy Assessment in 2012 and 2018 and any newer canopy data that maybe become available



Figure 1. City of La Mesa Canopy Cover Analysis

during the project. High resolution spatial imagery will be used to assess all land cover classification types including trees, shrubs, bare earth, impervious surfaces, and water. **Figure 1** is an example of a previously completed canopy cover analysis.

Dudek recommends this approach because it can provide the City with a more complete picture of the City's canopy cover over time and what management actions are needed to increase canopy cover. Understanding the current canopy cover informs short- and long-term canopy cover goals. Using data from equivalent 2012 and 2018 canopy cover sources, Dudek will perform a change analysis to understand if canopy cover is increasing or declining and identify where changes occurred. 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.

#### Task 2.D.1. Application of Canopy Cover Analysis

The first step to developing a sustainable urban forest that achieves equitable canopy cover will be to determine areas of the City where tree 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 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, council districts, and land use 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 City staff to review and identify opportunities for increasing canopy cover. Results of the canopy cover analysis will be reported as City total canopy coverage, and then further broken down by public and private property, land cover types, census tracts, parks/open space, transportation corridors, council districts, or other delineations desired by the City. Our graphics staff will take the interpretation of this information and create charts, graphs, and tables that are visually appealing and understandable for inclusion in the final UFP.

Based on the canopy cover analysis, Dudek will work with the City to develop canopy cover goals that are measurable and achievable. Dudek will calculate long- and short-term tree planting scenarios and metrics required to achieve the canopy cover goal. We 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.

#### Task 2.D.2. Tree Equity Score Analysis

To determine if the City has enough trees proportionally dispersed so all community members experience the benefits that trees provide, Dudek will calculate the City's Tree Equity Score. A method developed by the nonprofit American Forests, the Tree Equity Score evaluates existing tree canopy, population density, income, employment, race, age, and surface temperature data at the neighborhood scale (https://www.treeequityscore.org). The resulting neighborhood scores will help identify areas of the City that are lacking trees and determine which areas to prioritize, with the City's concurrence, as the UFP is developed.

#### Task 2.E. Groundwater Analysis

For this task Dudek will examine sea level rise and groundwater levels across Alameda and perform an analysis on how it will impact the current urban forest health, which species are expected to thrive or decline, and what species will be suitable in areas with high groundwater levels.

### Task 3. Stakeholder Participation and Outreach

#### Task 3.A. Outreach plan

AIM will attend up to <u>three</u> project team coordination meetings with project team members. Other project management tasks may include providing strategic advice and counsel, monitoring team communications, and reviewing project materials and reports.

AIM will meet with City staff and the project team to develop a strategic public outreach plan. The plan will serve as a roadmap, highlighting strategies and tasks designed to help the City of Alameda to achieve the project's public outreach goals and objectives. AIM will take the lead on some activities and may provide support on other tasks, as requested.

AIM will develop and maintain a stakeholder database throughout the project's duration. This database will include: stakeholder name, contact information, stakeholder preferred method of contact, and stakeholder potential key concerns and/or areas of project interest. will develop a comprehensive database that includes neighborhood and homeowners' associations, businesses schools, and cultural organizations, advocacy groups, and community-based organizations.

#### Task 3.B. City Webpage

AIM will develop content for a project webpage, to be hosted on the City's website, and will prepare accurate and timely updates to inform community members of important project information and opportunities to provide input throughout the project. Community members will be able to access project information, such as FAQ's, maps, and a schedule, as well as the opportunity to provide their contact information to receive electronic project updates.

#### Task 3.C. Public Outreach Events

As part of the outreach program, AIM will develop a "Tree Partners" Outreach Toolkit to engage each District in Alameda. AIM will partner with local community-based organizations in each district and City-wide, to recruit volunteers, gather community interest, host pop-up workshops at local community events, and promote the online engagement opportunity and the community open house.

AIM will work with the City and the project team to determine and recruit the Tree Partners. The Tree Partners will receive a training session to learn about the Urban Forest Master Plan, the toolkit, and how to conduct outreach in their communities. The Tree Partners and AIM staff will then conduct a series of pop-up workshops (one in each district) to inform the community about the Urban Forest Master Plan, and promote the online engagement (conducted by DRG) and the upcoming community open house.

The "Tree Partners" Outreach Toolkit will include:

- <u>List of Potential Events</u> The toolkit will contain a list of potential events for the Tree Partners to attend and promote online engagement, share information about the Urban Forest Master Plan, and encourage the community to take the online questionnaire and attend a community open house. Tree Partners will be asked to brainstorm additional community events.
- <u>Informational Brochures</u> AIM will develop an informational brochure about the Urban Forest Master Plan and the City's tree canopy. The brochure will highlight the goals and objectives of the Master Plan, benefits, schedule, and additional opportunities for outreach and engagement.
- <u>Maps of the City's Tree Canopy</u> AIM will work with the project team to develop aerial maps of the City's tree canopy, and localized maps for certain neighborhoods/district for discussions surrounding the Master Plan and area for community feedback.
- <u>Activities for Youth Engagement</u> The toolkit will contain activities for engaging the youth in discussions surrounding the tree canopy and Urban Forest Master Plan for volunteers who will conduct outreach to local youth organizations, programs, and schools. Activities may include coloring pages, short surveys, tree activities, and themed tchotchkes.
- <u>Notification Materials</u> The toolkit will also contain notification materials for the community open house.

AIM will develop a summary of findings from the outreach toolkit/pop-up efforts.

#### Task 3.D. Public Meetings

#### Community Open House (1)

AIM will plan and facilitate a community open house to provide an opportunity for the public to review the Urban Forest Master Plan concepts and share their thoughts. In collaboration with the City and the project team, AIM will develop the format and facilitate the workshop. Community members may choose to attend the workshop, or may view it through a mobile live broadcast (utilizing a social sharing app such as Facebook or Periscope). AIM will utilize similar traditional and nontraditional notification methods as previously described. AIM will provide a summary of the workshop and community feedback received to be posted on the City's project webpage.

#### Virtual Community Workshops (1)

AIM, in coordination with the City and the project team, will plan and facilitate one virtual community workshops as part of the public outreach process. The workshops will be held virtually to maximize attendance.

AIM will coordinate each workshop's date, time, and venue in addition to determining their format and agenda. The City and the project team will be responsible for providing any technical information or analysis needed for the board displays or informational materials. AIM can develop all meeting materials in English and Spanish.

Following the workshop, AIM will develop a summary that will include video and all feedback received.

<u>Workshop Notification:</u> AIM will develop and implement a notification plan for each community workshop. The notification plan may include but is not limited to email blasts to interested community members, personal calls and emails to key stakeholders and community-based organizations, a media release, flyers and posters which can be posted at key activity centers, social media content, and project webpage content.

#### Task 3.E. Working Group

Urban forest management within any city includes multiple actors across all levels of city staff, elected officials, community organizations, and community members, each playing a different role in creating a healthy urban forest. Dudek would assist the City in assembling a working group, designed to bring individuals together, and provide the community with a role in creating a UFP that addresses the community's needs. A UFP that reflects the community is more likely to be implemented upon completion and result in achieving goals of the City's 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 stakeholders are represented. The objectives of the working group meetings will be the following:

- Create a vision statement for the City urban forest
- Identify priority issues to address in the UFP
- Develop short-, medium-, and long-term goals
- Identify priority needs to address through public education
- Develop a strategy for public education
- Review the 80% complete version of the draft UFP document

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

#### Task 3.F. Media Outreach

#### Task 3.F.1. Community Outreach Materials

Dudek's marketing and graphics team will prepare multilingual 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, e-newsletters, local television, newspapers, and other venues to engage the public in the UFP process.

#### Task 3.F.2. Social Media

Dudek's marketing and graphics team will create social media content for the City to disseminate information about the UFP process and public engagement opportunities. Social media content will be uniquely designed to fit the City's branding.

#### Task 3.F.3. Online survey

Online surveys typically result in significantly higher public input than surveys conducted during community meetings. As such, we will develop a multilingual 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 to assess whether the 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 gain input from residents that may not have access to the internet. Results of the surveys will be compiled in an electronic file, summarized, and included in the UFP.

#### Task 4. Urban Forest Plan Development

The goal of the final UFP 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 UFP results over a large audience. The document will retain and update provisions of the 2010 Master Street Tree Plan and will be expanded to include park trees and recommendations to increase canopy cover on both public and private property.

The UFP will include a user-friendly 30-page executive summary that will be graphic based and present the UFP's major findings and recommendations. The remainder of the technical information and graphics will be provided in the body of the UFP to illustrate important concepts, analysis methods, and supplemental information. The final UFP will also be provided in a complimentary web-based document designed for online functionality to ensure the document is easy to access and understand.

#### Task 4.A. Identify Principles and Key Goals for the Plan Update

Based on our comprehensive analyses, data synthesis, interviews, and community engagement activities, Dudek will create an actionable strategic plan for the City to achieve its vision for the urban forest that addresses social equity in tree planting prioritization and outreach, incorporates the values of the community and stakeholders, including indigenous partners, and integrates with the CARP and Green Infrastructure Plan. 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 UFP 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 UFP.

#### Task 4.B. Key Performance Indicators

#### Task 4.B.1. Vibrant Cities Lab Community Assessment and Goal-Setting Tool

Dudek will utilize the Vibrant Cities Lab Community Assessment and Goal-Setting tool to further provide a quantifiable metric of key performance indicators for the City to measure progress towards achieving its urban forest goals. 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 and desired level of this condition in the City on a numerical scale. At The user is provided a total score for the current urban forest status, the goal status, and the gap between the current status and a sustainable UMP. 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 UFP goals and objectives.

#### Task 4.B.2. 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 performance milestones, identify the individual(s) 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 completed to achieve the urban forest's long-term vision.

The UFP 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.

#### Task 4.B.3. UFP Outline

Dudek anticipates first developing one content outline by chapter before proceeding with development of the UFP 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.

#### Task 4.B.4. 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 UFP 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.

#### Task 4.B.5. Final Draft

Following completion of the 80% draft review process, the final UFP 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, web-based document, along with 10 bound hard copies, and will include all figures and appendices

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

#### Task 4.C. Tree Species and Management Recommendations.

#### Tree species Recommendations

One aspect of assessing tree planting opportunities is to understand the spacing limitations above and below the ground 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. The presence or absence of conflicting infrastructure will determine the suitability and size of the tree that should be planted in the location. Dudek urban foresters will employ the standard urban forestry principle of "right tree, right place," and further refine where trees can be planted. This strategy will help mitigate tree and infrastructure conflicts.

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 use tree inventory data, Water Use Classification of Landscape Species, climate change research 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 UFP

From this research, we will develop a climate-ready recommended tree species matrix. Dudek will use i-Tree to develop the tree species matrix, which will include ratings for environmental services and benefits, habitat, pest risk, and other ratings. The matrix will also incorporate a discussion of parkway and median sizes as well as spacing limitations from existing infrastructure. Recommendations will then be developed for street, parkway, and median locations throughout the City based on the recommended tree species list and spacing restrictions.

#### **Tree Management Recommendations**

Development of this section of the UFP will include a comparison of City tree management with best management practices defined by ISA, American National Standards Institute, current research, comparison with other municipalities, and experience of the consultant team. The result of the review will provide guidance and recommendations to the City and stakeholders on urban forestry best practices. The review of management actions will include the following, at a minimum:

- Tree care and health
- Tree monitoring
- Tree removal, protection, and mitigation (public and private trees)

- Integrating urban forestry into land use planning
- Reducing tree and infrastructure conflicts
- Declining tree management
- Tree preservation on private property
- Supplemental tools to increase tree planting programs

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.

#### Task 4.D. Recommendations for Staffing Structure, Function, Budget, and Revenue for Urban Forest.

This section of the UFP analysis will compile all data gathered throughout the UFP process to develop a comprehensive approach to ensuring City budget allocations reflect community priorities and will lead to sustainable urban forest management. To achieve this, Dudek will first utilize information gathered during community outreach and engagement efforts to develop a comprehensive list of the aspects of the City's urban forest program stakeholders identified as presenting the greatest challenges and opportunities. It will also include a prioritization of where stakeholders would prefer to see further City investment in the urban forest program.

Annual budgets and staffing levels will be reviewed and compared against other municipal urban forest programs to provide a baseline if city spending will achieve sustainable urban forest management. Dudek will analyze current tree maintenance contract work against city costs for tree management to determine an optimal level of budget allocation to in-house staff, contracted labor, or other means that would maximize City funds and optimize urban forest management. It will also identify whether current staffing and funding allows City management to meet a desired level of service, UFP goals, and ongoing community engagement.

After the desired level of funding is determined, Dudek will evaluate various funding mechanisms that can support the urban forest program. Dudek will provide recommendations to the city and collaborate to determine which methods would be appropriate to incorporate into City budget planning. Possible mechanisms may include special tax measures, maintenance districts, grant funding, and private investment.

Finally, Dudek will provide a comprehensive list of resources and management strategies to assist in the implementation of the UFP strategic plan and management goals of the City. The list will identify continuing training and education opportunities, software that can streamline tree management, and other tools to improve staff effectiveness. It will also include a description of management strategies, the pros and cons of each strategy, and provide recommendations as to which strategy would be most appropriate to implement in Alameda.

#### Task 4.E. Challenges for Maintaining a Healthy Urban Forest.

This section of the UFP will provide an analysis of the current and emerging threats to the sustainability of the urban forest such as drought, disease, climate change, and pests. This analysis will use the most up-to-date scientific research to describe the main threats to the urban forest and the long-term impact they may have on the public and private tree population. With the majority of a city's urban forest population existing on private property, the public will play a critical role in maintaining a resilient urban forest. As such, part of this section will be used to raise public awareness of these threats and the need to have a sustainable urban forest to mitigate the impacts of these threats.

In addition to identifying the main issues and impacts, we will work with the City to develop a resiliency strategy for its urban forest population that can be included into other City planning documents. To accomplish this, we will provide examples of cities with a similar climate, threats, and the management practices they employ to mitigate



against these issues. With City departments, we will develop a unique strategy for the City to employ in maintaining a sustainable urban forest.

#### Task 4.F. Recommendation for Ongoing Community Input on Urban Forest Management.

Based on the tree inventory, urban heat assessment, and outreach and engagement, Dudek will work with the City to develop educational recommendations tailored to the community's needs to inform the public and bolster engagement efforts.

Collectively, the Dudek team has more than 20 years' experience coordinating community education and volunteer programs and are committed to environmental equity and inclusion in every aspect of our work. The Dudek team will draw on their extensive community-driven expertise when creating educational recommendations for the City. Some key programs that have had significant results educating the public include the following:

- Tree planting and tree care workshops in local parks and neighborhoods
- Virtual enrichment lessons with supplemental worksheets and free educational training with University of California Master Gardener Programs
- Organizing all-ages Neighborhood Nature Walks for hands-on learning and observation
- Establishing and training volunteer community forester groups
- Curbside fruit and shade tree adoptions with a multilanguage informational packets on how to plant and care for the tree
- Tabling and presenting information about the benefits of trees at street fairs, farmers markets, and other community events in low canopy cover areas

Recommendations will be ranked by implementation priority and will identify programs that have the highest potential impact on tree planting and care with the lowest associated costs for staff time and resources. The recommendations will focus on integrating existing work while administering and coordinating outreach, education, and training with regional community members, local groups, non-profits, and tribal entities in the region. Program-readiness and/or the ability of the program to be implemented rapidly will also be heavily considered when recommending education programs.

#### Task 4.G. Changes to City Policies and Related Plans.

Based on the thorough analysis performed in Section 2 of this proposal, Dudek will identify and provide recommended changes to current City policies, planning and documents. Dudek's in-house CEQA planners will also include a review to identify areas that might be subject to CEQA. However, adoption of the UFP and subsequent modifications to City policies, planning procedures, and documents are not anticipated to result in adverse changes to the environment and would not require discretionary approval by a state public agency. As such, it is anticipated that actions taken under the UFP would not be subject to CEQA.

#### Task 4.H. Inventory.

Dudek will provide recommendations on the best method to expand the City's tree inventory to include all city trees, whether through GIS-mapping, inventory management software, volunteer scientists or other means to maintain accurate records of all City trees.

#### Task 4.I. Plan evaluation and updates.

The UFP is an adaptive document that should be reviewed periodically to ensure the priorities of the plan align with current environmental and economic conditions in the City. As such, Dudek will work with the City to develop



a timeframe for which the UFP will be reviewed, the mechanism by which the review will occur, and who will be responsible to ensure the review is completed.

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# DUDEK

# Table 1. Anticipated Timeline

|   | 2022 |      |     |     |     | 2023 | 3   |     |     |     |      |      |     |
|---|------|------|-----|-----|-----|------|-----|-----|-----|-----|------|------|-----|
| Tasks   | Aug  | Sept | Oct | Nov | Dec | Jan  | Feb | Mar | Apr | May | June | July | Aug |
| Anticipated Contract Agreement                    |      |      |     |     |     |      |     |     |     |     |      |      |     |
| Task 1: Project Management                        |      |      |     |     |     |      |     |     |     |     |      |      |     |
| Task 1.A: Coordination and Meetings               |      |      |     |     |     |      |     |     |     |     |      |      |     |
| Task 1.A.1: Council/Commission Presentations      |      |      |     |     |     |      |     |     |     |     |      |      |     |
| Task 1.B: Project Schedule                        |      |      |     |     |     |      |     |     |     |     |      |      |     |
| Task 1.C: Administration                          |      |      |     |     |     |      |     |     |     |     |      |      |     |
| Task 1.D: Work Plan                               |      |      |     |     |     |      |     |     |     |     |      |      |     |
| Task 2: Current Status, Challenges, Opportunities |      |      |     |     |     |      |     |     |     |     |      |      |     |
| Task 2.A: City Policies and Documents             |      |      |     |     |     |      |     |     |     |     |      |      |     |
| Task 2.B: Program Structure, Function, Budget     |      |      |     |     |     |      |     |     |     |     |      |      |     |
| Task 2.C: City Public Tree Resources              |      |      |     |     |     |      |     |     |     |     |      |      |     |
| Task 2.D: Canopy Cover Analysis                   |      |      |     |     |     |      |     |     |     |     |      |      |     |
| Task 2.D.1: Application of Canopy Cover Analysis  |      |      |     |     |     |      |     |     |     |     |      |      |     |
| Task 2.D.2: Tree Equity Score Analysis            |      |      |     |     |     |      |     |     |     |     |      |      |     |
| Task 3: Stakeholder Participation and Outreach    |      |      |     |     |     |      |     |     |     |     |      |      |     |
| Task 3.A: Outreach Plan                           |      |      |     |     |     |      |     |     |     |     |      |      |     |
| Task 3.B: City Webpage                            |      |      |     |     |     |      |     |     |     |     |      |      |     |
| Task 3.C: Public Outreach Events                  |      |      |     |     |     |      |     |     |     |     |      |      |     |
| Task 3.D: Public Meetings                         |      |      |     |     |     |      |     |     |     |     |      |      |     |
| Task 3.E: Working Group                           |      |      |     |     |     |      |     |     |     |     |      |      |     |
| Task 3.F: Media Outreach                          |      |      |     |     |     |      |     |     |     |     |      |      |     |
| Task 3.F.1: Community Outreach Materials          |      |      |     |     |     |      |     |     |     |     |      |      |     |

Proposal for Urban Forest Plan

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# Table 1. Anticipated Timeline

|   | 2022 |      | 2023 |     |     |     |     |     |     |     |      |      |     |
|---|------|------|------|-----|-----|-----|-----|-----|-----|-----|------|------|-----|
| Tasks   | Aug  | Sept | Oct  | Nov | Dec | Jan | Feb | Mar | Apr | May | June | July | Aug |
| Task 3.F.2: Social Media                                    |      |      |      |     |     |     |     |     |     |     |      |      |     |
| Task 3.F.3: Online Survey                                   |      |      |      |     |     |     |     |     |     |     |      |      |     |
| Task 4: Urban Forest Plan Development                       |      |      |      |     |     |     |     |     |     |     |      |      |     |
| Task 4.A: Principles and Key Goals                          |      |      |      |     |     |     |     |     |     |     |      |      |     |
| Task 4.B: Key Performance Indicators                        |      |      |      |     |     |     |     |     |     |     |      |      |     |
| Task 4.B.1: Community Goal Setting/<br>Assessment Tool      |      |      |      |     |     |     |     |     |     |     |      |      |     |
| Task 4.B.2: Implementation and Monitoring Plan              |      |      |      |     |     |     |     |     |     |     |      |      |     |
| Task 4.B.3: UFP Outline                                     |      |      |      |     |     |     |     |     |     |     |      |      |     |
| Task 4.B.4: First and Second Draft                          |      |      |      |     |     |     |     |     |     |     |      |      |     |
| Task 4.B.5: Final Draft                                     |      |      |      |     |     |     |     |     |     |     |      |      |     |
| Task 4.C: Tree Species/Management<br>Recommendations        |      |      |      |     |     |     |     |     |     |     |      |      |     |
| Task 4.D: Staffing Structure, Function, Budget, Revenue     |      |      |      |     |     |     |     |     |     |     |      |      |     |
| Task 4.E: Challenges for Maintaining a Healthy Urban Forest |      |      |      |     |     |     |     |     |     |     |      |      |     |
| Task 4.F: Ongoing Community Input                           |      |      |      |     |     |     |     |     |     |     |      |      |     |
| Task 4.G: City Policies and Related Plans                   |      |      |      |     |     |     |     |     |     |     |      |      |     |
| Task 4.H: Inventory   |      |      |      |     |     |     |     |     |     |     |      |      |     |
| Task 4.I: Plan Evaluation and Updates                       |      |      |      |     |     |     |     |     |     |     |      |      |     |

Proposal for Urban Forest Plan

# **Client References**

#### **Attachment B: Client References**

The following is a list of four (4) references (public agencies preferred).

#### **Reference #1**

Name of Organization: <u>City of San Jose</u>

Address: \_\_\_\_1404 Marbury Road, San Jose, California 95133

Contact Name: Russell Hansen Contact Title: City Arborist

Telephone: 408.794.1914 Email: russell.hansen@sanjoseca.gov

Summary of Project: Developed the San Jose Community Forest Management Plan (CFMP),

Project tasks included analyzing the existing tree canopy cover using satellite imagery; conducting interviews with City staff, elected officials, and stakeholders; creating a project webpage and outreach video; conducting a Strengths, Weakness, Opportunities, and Threats analysis of current management practices; determining the condition of the City of San Jose's urban forest; managing online community engagement forums.

Consultant's Service Dates: \_7/2019 - 2/2022

Consultant's Contract Amount: \_305,000.00

Estimated Total Project Cost: \_\_\_\_305,000.00

Project Completion Date: 2/2/2022

#### **Reference #2**

Name of Organization: \_\_\_\_\_City of Temecula

Address: 41000 Main Street, Temecula, California 92590

Contact Name: Stacy Fox Contact Title: Maintenance Superintendent

Telephone: 951.308.6306 Email: stacy.fox@temeculaca.gov

Summary of Project: \_\_\_\_\_ Developing the Urban Forestry Management Plan, including the analysis

of 27,000 trees. The project includes analysis of the current status of the urban forest and

identified threats to current species based on predicted climate change and invasive pests/pathogens.

Consultant's Service Dates: 10/2020 - 4/2022

Consultant's Contract Amount: 318,265.00

Estimated Total Project Cost: \_\_\_\_318,265.00

Project Completion Date: 4/30/2022

| Reference #3  |
|---|
| Name of Organization: <u>Town of Hillsborough</u>   |
| Address: 1600 Floribunda Ave, Hillsborough, California 94010  |
| Contact Name: <u>Mandy Brown</u> Contact Title: <u>Senior Management Analyst</u>  |
| Telephone: 650.375.7400 Email: mbrown@hillsborough.net  |
| Summary of Project: Updating Town ordinances related to tree removal. Focusing on a comprehensive view of the Town's Tree Ordinance to help progress the Town towards preserving trees when possible and ensuring sufficient replacement of trees that require removal. Dudek provides specific recommendations for amendments to the Town's municipal code that applies to the tree removal ordinance and any others with respect to tree protection. Development of the recommendations are based on promoting sustainable urban forestry practices and draw from on information gathered during the review and analysis, input from the Town staff, Architecture and Review Board, City Council, the City Manager's task force, and community members.   |
| Consultant's Service Dates: 2/2022 - Ongoing  |
| Consultant's Contract Amount:   |
| Estimated Total Project Cost:   |
| Project Completion Date:  |
| Reference #4  |
| Name of Organization: <u>City of La Mesa</u>  |
| Address:Allison Ave, La Mesa, California 91941  |
| Contact Name: Hilary Ego Contact Title: Environmental Program Manager   |
|   |
| Telephone: 619.667.1154 Email: HEgo@cityoflamesa.us   |
| Telephone:   619.667.1154   Email:   HEgo@cityoflamesa.us     Summary of Project:   Developing the City of La Mesa's Urban Forest Management Plan (UFMP)  |
| Telephone:   619.667.1154   Email:   HEgo@cityoflamesa.us     Summary of Project:   Developing the City of La Mesa's Urban Forest Management Plan (UFMP)     document that includes a thorough analysis of all management practices, a LiDAR canopy cover analysis, facilitating a stakeholder working group, interviews with all relevant City staff who impact trees, and analysis of the current status of the urban forest. The goal of the UFMP is to help the City of La Mesa reach canopy cover and greenhouse gas emission reduction goals of their Climate Action Plan. The project is funded through CAL FIRE, and all project objectives will be aimed toward achieving the stated outcomes of the grant project.     Consultant's Service Dates:   1/2020 - Ongoing   |
| Telephone:   619.667.1154   Email:   HEgo@cityoflamesa.us     Summary of Project:   Developing the City of La Mesa's Urban Forest Management Plan (UFMP)     document that includes a thorough analysis of all management practices, a LiDAR canopy cover analysis, facilitating a stakeholder working group, interviews with all relevant City staff who impact trees, and analysis of the current status of the urban forest. The goal of the UFMP is to help the City of La Mesa reach canopy cover and greenhouse gas emission reduction goals of their Climate Action Plan. The project is funded through CAL FIRE, and all project objectives will be aimed toward achieving the stated outcomes of the grant project.     Consultant's Service Dates:   1/2020 - Ongoing     Consultant's Contract Amount:   145,000.00  |
| Telephone:   619.667.1154   Email:   HEgo@cityoflamesa.us     Summary of Project:   Developing the City of La Mesa's Urban Forest Management Plan (UFMP)     document that includes a thorough analysis of all management practices, a LiDAR canopy cover analysis, facilitating a stakeholder working group, interviews with all relevant City staff who impact trees, and analysis of the current status of the urban forest. The goal of the UFMP is to help the City of La Mesa reach canopy cover and greenhouse gas emission reduction goals of their Climate Action Plan. The project is funded through CAL FIRE, and all project objectives will be aimed toward achieving the stated outcomes of the grant project.     Consultant's Service Dates:   1/2020 - Ongoing     Consultant's Contract Amount:   145,000.00     Estimated Total Project Cost:   145,000.00 |



# **Expectations to the Specifications**

# 1. Term

Dudek would like to include the ability to increase rates in line with Consumer Price Index (CPI) when contracts are renewed for additional years.

# <u>Exhibit B</u>

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City of Alameda P222452 Alameda new budget DUDEK FEE ESTIMATE 05/13/2022

|        |  |                              |               |                 |                   |             | Dudek Labor F     | lours and Rates |             |                               |                 |                   |                |       |              |            | Subcons            | ultant Fees          | 5                             |              |              |
|--------|--|------------------------------|---------------|-----------------|-------------------|-------------|-------------------|-----------------|-------------|-------------------------------|-----------------|-------------------|----------------|-------|--------------|------------|--------------------|----------------------|-------------------------------|--------------|--------------|
|        |  | Project<br>Director/Environn |               |                 |                   |             |                   |                 |             | Principal<br>Hydrogeologist/E |                 | Creative Services | Publications   |       |              | Ou<br>Mana | treach<br>ioement: | Urban Fo<br>executio | orest Summit<br>n and virtual |              |              |
|        | Project Team Role                              | ental                        | Specialist IV | Specialist II   | Specialist II     | Analyst III | Analyst III       | Specialist II   | Analyst IV  | ngineer II                    | GIS Analyst III | IV                | Specialist III |       |              | Stak       | eholder            | commu                | nity meeting                  |              |              |
|        |  |                              |               |                 |                   |             |                   |                 |             |                               |                 |                   | Publications   |       |              |            |                    |                      |                               |              |              |
|        | Team Member                                    | : Michael Huff               | Ryan Allen    | Abby Beissinger | Dana Link-Herrera | Kalie Ortiz | Clarissa Boyajian | Jeremy Cawn     | Jared Davis | Steve Stuart                  | Curtis Battle   | Raoul Ranoa       | Specialist III | DUDEK | DUDEK LABOR  | AIM C      | onsulting          | Aim C                | onsulting                     | OTHER DIRECT |              |
|        | Billable Rate                                  | \$255.00                     | \$175.00      | \$150.00        | \$150.00          | \$115.00    | \$130.00          | \$150.00        | \$120.00    | \$285.00                      | \$145.00        | \$165.00          | \$110.00       | HOURS | COSTS        | Hours      | Fee                | Hours                | Fee                           | COSTS        | TOTAL FEE    |
| Task   | 1 Project Management                           |                              |               |                 |                   |             |                   |                 |             |                               |                 |                   |                |       |              |            |                    |                      |                               |              |              |
| 1.A    | Coordination and Meetings                      |                              | 8             | 46              | 6                 | 24          | 6                 |                 |             |                               |                 |                   |                | 90    | \$12,740.00  |            |                    |                      |                               |              | \$12,740.00  |
| 1.A.1  | Council/Commission Presentations               |                              | 40            | 32              |                   | 8           |                   |                 |             |                               |                 |                   |                | 80    | \$12,720.00  |            |                    |                      |                               | \$2,252.80   | \$14,972.80  |
| 1.A.E  | 8 Project Schedule                             |                              |               | 2               |                   |             |                   |                 |             |                               |                 |                   |                | 2     | \$300.00     |            |                    |                      |                               |              | \$300.00     |
| 1.A.E  | ) Work Plan                                    |                              |               | 4               |                   |             |                   |                 |             |                               |                 |                   |                | 4     | \$600.00     |            |                    |                      |                               |              | \$600.00     |
|        | Subtotal Task                                  | 1                            | 48            | 84              | 6                 | 32          | 6                 |                 |             |                               |                 |                   |                | 176   | \$26,360.00  |            |                    |                      |                               | \$2,252.80   | \$28,612.8   |
| Task   | 2 Current Status, Challenges, Opportunities    |                              |               |                 |                   |             |                   |                 |             |                               |                 |                   |                |       |              |            |                    |                      |                               |              |              |
| 2.A    | City Policies and Documents                    |                              |               | 24              | 16                | 24          |                   |                 | 6           |                               |                 |                   |                | 70    | \$9,480.00   |            |                    |                      |                               |              | \$9,480.00   |
| 2.B    | Program Structure/Function/Budget              |                              | 6             | 2               |                   |             |                   |                 | 40          |                               |                 |                   |                | 48    | \$6,150.00   |            |                    |                      |                               |              | \$6,150.00   |
| 2.C    | Public Tree Resource                           |                              |               | 8               |                   |             | 12                |                 |             |                               |                 |                   |                | 20    | \$2,760.00   |            |                    |                      |                               |              | \$2,760.00   |
| 2.D    | Canopy Cover Analysis                          |                              |               | 2               | 12                |             | 20                |                 |             |                               | 40              |                   |                | 74    | \$10,500.00  |            |                    |                      |                               |              | \$10,500.00  |
| 2.D.1  | Application of Canopy Cover Analysis           |                              |               | 2               | 20                |             | 20                |                 |             |                               | 8               |                   |                | 50    | \$7,060.00   |            |                    |                      |                               |              | \$7,060.00   |
| 2.D.D. | 2 Equity Analysis                              |                              |               | 2               | 8                 |             | 20                |                 |             |                               | 8               |                   |                | 38    | \$5,260.00   |            |                    |                      |                               |              | \$5,260.00   |
| 2.D.D. | E Groundwater Analysis                         | -                            |               |                 |                   |             |                   |                 |             | 34                            | 8               |                   |                | 42    | \$10,850.00  |            |                    |                      |                               | \$292.50     | \$11,142.50  |
| 7.1    | Subtotal Task                                  | 2                            | 6             | 40              | 56                | 24          | 12                |                 | 46          | 34                            | 64              |                   |                | 342   | \$52,060.00  |            |                    |                      |                               | \$292.50     | \$52,352.50  |
| Task   | 3 Stakenoider Participation and Outreach       |                              |               |                 |                   |             |                   |                 |             |                               |                 |                   |                |       |              |            | 45.044.05          |                      |                               |              | 45 04 4 //   |
| 3.A    | Outreach Man                                   |                              |               |                 |                   |             |                   |                 |             |                               |                 |                   |                |       |              | 14         | \$5,214.65         |                      |                               |              | \$5,214.65   |
| 3.B    | City Webpage                                   |                              |               |                 |                   |             |                   |                 |             |                               |                 | 20                |                | 20    | \$3,300.00   | 36         | \$4,547.53         |                      |                               | 45.031.05    | \$7,847.53   |
| 3.0    | Public Outreach Events                         |                              |               | 4               |                   | 24          |                   |                 | 24          |                               |                 | 20                |                | 12    | \$9,540.00   | 3.39       | \$43,184.09        | 400                  | 400.000.17                    | \$5,276.25   | \$58,000.34  |
| 3.D    | Public Meetings                                |                              |               | 8               |                   | 20          |                   |                 |             |                               |                 | 20                |                | 48    | \$6,800.00   |            |                    | 183                  | \$25,592.47                   | \$2,860.00   | \$33,052.41  |
| 3.E    | Working Group (4)                              |                              |               | 12              |                   | 20          |                   |                 |             |                               |                 |                   |                | 32    | \$4,100.00   |            |                    |                      |                               |              | \$4,100.00   |
| 3.7    | Aledia Guireach<br>2.5.1 Outrooth Motoriala    |                              |               | _               |                   |             | _                 |                 |             |                               |                 |                   |                | 24    | 60,000,63    |            |                    |                      |                               |              | £2,000,0     |
| -      | 3.F.1 Outedul Materials                        |                              |               |                 |                   | 6           |                   |                 |             |                               |                 | 20                |                | 20    | \$3,990.00   |            |                    |                      |                               |              | \$3,990.00   |
| -      | 3.1.2 Social media                             |                              |               | 4               |                   | 0           |                   |                 |             |                               |                 | 0                 |                | 19    | \$2,010.00   |            |                    |                      |                               |              | \$2,010.00   |
| -      | 3.F.3 Unine Survey                             | 2                            |               | 4               |                   | 0           |                   |                 | 24          |                               |                 | 00                |                | 12    | \$1,520.00   |            |                    |                      |                               | £0.12/.25    | \$1,520.00   |
| Tack   | Julichan Enrort Blan Development               | 3                            |               | 20              |                   | 04          |                   |                 | 24          |                               |                 | 00                |                | 224   | \$31,200.00  |            | _                  | _                    |                               | \$0,130.25   | \$115,734.9  |
| 1436   | Drinciples and Key Coals                       |                              | 4             | 0               | 4                 | 4           | 4                 |                 | 4           |                               |                 |                   |                | 20    | \$2.060.00   |            |                    |                      |                               |              | \$2,060,0    |
| 4.0    | Key Deformance Indicator                       |                              |               | 0               | 4                 | 4           | 4                 |                 | 4           |                               |                 |                   |                | 20    | \$3,700.00   |            |                    |                      |                               |              | \$3,700.00   |
| 4.61   | Community Goal Setting/Assessment Tool         |                              |               | 0               | 4                 | 4           | 4                 |                 | 4           |                               |                 |                   |                | 4     | \$5,200.00   |            |                    |                      |                               |              | \$5,200.00   |
| 4.0.1  | Implomentation and Manitarina Dian             | -                            |               | 0               | 4                 | 4           | 4                 |                 | 4           | -                             |                 |                   |                | 24    | \$2,260,00   |            |                    |                      | -                             |              | \$2.240.0    |
| 4.0.2  | Outling Outling                                |                              |               | 0               | 4                 | 4           | 4                 |                 | 4           |                               |                 | -                 |                | 24    | \$3,200.00   |            |                    |                      |                               |              | \$3,200.00   |
| 4.0.5  | First and Second Draft                         |                              | 16            | 40              | 24                | 16          | 16                | 4               | 16          |                               |                 |                   | 16             | 148   | \$20,600,00  |            | -                  |                      |                               |              | \$20,600,00  |
| 4.8.4  | Final Draft                                    | 4                            | 8             | 40              | 27                | 10          | 10                | ,               | 10          |                               |                 | 80                | 16             | 108   | \$17,380,00  |            |                    |                      |                               |              | \$17,380.00  |
| 4.8.0  | Tree Species/Management Performmentations      |                              | 8             | 2               |                   |             | 4                 | 8               | 16          |                               | 1               | 0.0               | 10             | 38    | \$5 340.00   |            |                    |                      |                               |              | \$5 340.00   |
| 4.8.0  | ) Staffing Structure/Function/Budget/Revenue   |                              | 2             | 8               |                   | 16          |                   |                 | 16          |                               |                 |                   |                | 42    | \$5,310.00   |            | -                  |                      |                               |              | \$5,340.00   |
| 486    | Challennes to Maintain a Healthy Lirban Enrest |                              |               |                 |                   | 8           |                   |                 |             |                               |                 |                   |                | 8     | \$920.00     |            |                    |                      |                               |              | \$920.00     |
| 4.B.F  | Onacina Community Input                        |                              | 4             | 8               |                   | 8           | 16                |                 |             |                               | 1               |                   |                | 36    | \$4,900.00   |            |                    |                      |                               |              | \$4,900.00   |
| 480    | City Policies and Related Plan                 |                              |               | 8               | 16                |             |                   | 4               |             |                               |                 |                   |                | 28    | \$4,200,00   |            |                    |                      | 1                             |              | \$4,200.00   |
| 4 B F  | I Inventory                                    |                              |               | -               |                   |             | 8                 |                 |             |                               | 8               |                   |                | 16    | \$2,200,00   |            |                    |                      |                               |              | \$2,200.00   |
| 4.B.I  | Plan Evaluation and Updates                    |                              | 1             | 4               |                   |             |                   |                 |             |                               | 1               |                   |                | 4     | \$600.00     |            | 1                  |                      | 1                             |              | \$600.00     |
|        | Subtotal Task                                  | 4 4                          | 42            | 98              | 56                | 60          | 56                | 16              | 60          | 1                             | 8               | 80                | 32             | 512   | \$73,130.00  |            | 1                  | 1                    |                               |              | \$73,130.00  |
| _      | Total Hours                                    | s 4                          | 96            | 250             | 118               | 200         | 134               | 16              | 130         | 34                            | 72              | 168               | 32             | 1254  |              | 389        | i —                | 183                  | i —                           |              |              |
|        | Tota   | l \$1,020.00                 | \$16,800.00   | \$37,500.00     | \$17,700.00       | \$23,000.00 | \$17,420.00       | \$2,400.00      | \$15,600.00 | \$9,690.00                    | \$10,440.00     | \$27,720.00       | \$3,520.00     |       | \$182,810.00 |            | \$52,946.27        |                      | \$23,392.47                   | \$10,681.55  | \$269,830.29 |
| _      | Percent of Hours (Base                         | ) 0%                         | 8%            | 20%             | 9%                | 16%         | 11%               | 1%              | 10%         | 3%                            | 6%              | 13%               | 3%             |       |              |            |                    |                      |                               |              |              |

P222452 Alameda new budget

Dudek Project Budget Created

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Page 1 of 1

#### DUDEK

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| A        | ć                                   | ORD CE  | R   | IF                            | CATE OF LIABI  | LITY INS   | JRANC   | E 8/28/2022   | DATE (N  | (2022                               |  |
|----------|-------------------------------------|---|---|-------------------------------|--|--|---|---|--|-------------------------------------|--|
| TIC      | HIS                                 | CERTIFICATE IS ISSUED AS A MIFICATE DOES NOT AFFIRMATI  | WATT  | ER C                          | OF INFORMATION ONLY AN<br>NEGATIVELY AMEND, EX   | D CONFERS N  | IO RIGHTS I   | JPON THE CERTIFICA<br>VERAGE AFFORDED E   | TE HOL   | DER. THIS<br>POLICIES               |  |
| BR       | ELO                                 | W. THIS CERTIFICATE OF INS<br>ESENTATIVE OR PRODUCER, AN  | URAN  | NCE                           | DOES NOT CONSTITUTE A  | CONTRACT   | BETWEEN T   | HE ISSUING INSURER  | (S), AU  | THORIZED                            |  |
| IN<br>If | SUE                                 | RTANT: If the certificate holder i<br>BROGATION IS WAIVED, subject  | s an to the                                 | ADD<br>e ter                  | TIONAL INSURED, the polic<br>ms and conditions of the p<br>ficate holder in lieu of such   | cy(ies) must ha<br>olicy, certain p<br>endorsement(s   | ve ADDITION<br>olicies may r  | AL INSURED provision<br>require an endorsemen   | t. A sta                                       | endorsed.<br>tement on              |  |
| RO       | DUCE                                | B Lockton Companies   | e are                                       | Corti                         | CON  | NTACT  |   |   |  | -                                   |  |
|          |                                     | 444 W. 47th Street, Suite 900   |   |                               | PHO  | Ne Extit   |   | FAX<br>(A/C, No):   | 6  |                                     |  |
|          |                                     | Kansas City MO 64112-1906   |   |                               | E-M  | AIL  |   |   |  |                                     |  |
|          |                                     | (816) 960-9000  |   |                               |  | ins  | SURER(S) AFFOR  | DING COVERAGE   |  | NAIC #                              |  |
|          |                                     | ketsu@lockton.com   |   |                               | INS  | URER A : Zurich  | American In   | surance Company   |  | 1653                                |  |
| SL       | RED                                 | DUDEK   |   |                               | INS  | URER B : Americ  | an Guarante   | e and Liab. Ins. Co.  |  | 2624                                |  |
| 47       | 453                                 | 4 605 THIRD STREET  |   |                               | INS  | URER C : Contin  | ental Casua   | alty Company  |  | 2044                                |  |
|          |                                     | ENCINITAS CA 92024  |   |                               | INS  | URER D :   |   |   |  |                                     |  |
|          |                                     |   |   |                               | INS  | URER E :   |   |   | 1  |                                     |  |
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| :0       | VER                                 | AGES CER  | TIFIC                                       | ATE                           | NUMBER: 16772538   |  |   | <b>REVISION NUMBER:</b>   | XX   | XXXXX                               |  |
| TICE     | HIS I<br>IDIC.<br>ERT               | S TO CERTIFY THAT THE POLICIES<br>ATED. NOTWITHSTANDING ANY RE<br>IFICATE MAY BE ISSUED OR MAY<br>JSIONS AND CONDITIONS OF SUCH   | OF II                                       | AIN,                          | VANCE LISTED BELOW HAVE E<br>NT, TERM OR CONDITION OF<br>THE INSURANCE AFFORDED I<br>LIMITS SHOWN MAY HAVE BEE   | BEEN ISSUED TO<br>ANY CONTRACT<br>BY THE POLICIE<br>IN REDUCED BY                                  | OR OTHER INSURE<br>OR OTHER I<br>S DESCRIBEI<br>PAID CLAIMS                       | D NAMED ABOVE FOR T<br>DOCUMENT WITH RESPE<br>D HEREIN IS SUBJECT T   | HE POLI<br>CT TO V<br>O ALL T                  | CY PERIOD<br>VHICH THIS<br>HE TERMS |  |
| SR       |                                     | TYPE OF INSURANCE   | ADDL  | SUBR                          | POLICY NUMBER  | POLICY EFF   | POLICY EXP  | LIM   | TS   |                                     |  |
| Î        | x                                   | COMMERCIAL GENERAL LIABILITY  | Y   | Y                             | GL00146311   | 8/28/2022  | 8/28/2023   | EACH OCCURRENCE   | \$ 1.00  | 0.000                               |  |
|          | 11                                  | CLAIMS-MADE X OCCUR   |   |                               | 0000140311   | 0/20/2022  | 6/26/2025   | DAMAGE TO RENTED<br>PREMISES (Ea occurrence)  | .000   |                                     |  |
|          | 17                                  |   |   |                               |  |  |   | MED EXP (Any one person)  | \$ 10,000                                      |                                     |  |
|          | 1                                   |   |   |                               |  |  |   | PERSONAL & ADV INJURY   | \$ 1,000,000                                   |                                     |  |
|          | GE                                  | N'L AGGREGATE LIMIT APPLIES PER:  |   |                               |  |  |   | GENERAL AGGREGATE   | \$ 2,000,000                                   |                                     |  |
|          | 11                                  | POLICY X JECT X LOC   |   |                               |  |  |   | PRODUCTS - COMP/OP AGG  | \$ 2.00  | 0,000                               |  |
|          |                                     | OTHER:  | -   | 1.11                          |  | 1.   | the second  | 19-19-19-19-19-19-19-19-19-19-19-19-19-1  | \$   |                                     |  |
| L        | AU                                  | TOMOBILE LIABILITY  | Y   | Y                             | BAP0146329   | 8/28/2022  | 8/28/2023   | COMBINED SINGLE LIMIT<br>(Ea accident)  | \$ 1.00  | 0.000                               |  |
|          | x                                   | ANY AUTO  | 1   |                               |  |  |   | BODILY INJURY (Per person)  | son) \$ XXXXX                                  |                                     |  |
|          |                                     | AUTOS ONLY SCHEDULED  |   |                               |  |  | BODILY INJURY (Per accident)  | \$ XX   | XXXXX  |                                     |  |
|          |                                     | AUTOS ONLY AUTOS ONLY   |   |                               |  |  |   | PROPERTY DAMAGE<br>(Per accident)   | \$ XX  | XXXXX                               |  |
|          | 2                                   |   | 1.1   |                               |  | 4.11   |   | 12 A.   | \$ XX  | XXXXX                               |  |
| 3        | X                                   | UMBRELLA LIAB X OCCUR   | N   | Y                             | AUC0146407   | 8/28/2022  | 8/28/2023   | EACH OCCURRENCE   | \$ 1,00  | 0,000                               |  |
|          | -                                   | EXCESS LIAB CLAIMS-MADE   |   |                               |  | 1.   | 1   | AGGREGATE   | \$ 1,00  | 0,000                               |  |
| 1        |                                     | DED RETENTION \$  |   |                               |  | 14 11  |   |   | s XX   | XXXXX                               |  |
| ł        | AND                                 | EMPLOYERS' LIABILITY Y/N  | -   | Y                             | WC0146330  | 8/28/2022  | 8/28/2023   | X STATUTE ER  | 1.2  | 0.0001                              |  |
|          | ANY                                 | PROPRIETOR/PARTNER/EXECUTIVE  | N/A   |                               |  |  |   | E.L. EACH ACCIDENT  | 0,000  |                                     |  |
|          | (Ma)                                | ndatory in NH)  |   |                               |  |  |   | E.L. DISEASE - EA EMPLOYEE  | \$ 1,00  | 0,000                               |  |
|          | DÉS                                 | CRIPTION OF OPERATIONS below  | M   | N                             | EEUS01072925 INCL BOLL   | 9/20/2022  | 0/20/2022   | E.L. DISEASE - POLICY LIMIT   | \$ 1,00  | 0,000                               |  |
| -        | LIA                                 | ABILITY   | N   | N                             | EERJ91932833 INCL FOLL   | 8/28/2022  | 8/28/2023   | AGGREGATE \$1,000,000   | 0  |                                     |  |
| SOFT     | CRIPT<br>ECT<br>LOYI<br>VRIT<br>ERA | TION OF OPERATIONS / LOCATIONS / VEHICL<br>WARIOUS CITY PROJECT REQUIRING F<br>EES, AND VOLUNTEERS ARE ADDITION<br>TEN CONTRACT. WAIVER OF SUBROG/<br>GE, IF REQUIRED BY WRITTEN CONTR/ | LES (A<br>ENVIR<br>IAL IN<br>ATION<br>ACT A | CORD<br>OMEN<br>SURE<br>IN FA | 101, Additional Remarks Schodule, m.<br>ITAL PROFESSIONAL SERVICES. I<br>D ON GENERAL AND AUTO LIAB<br>VOR OF THE ADDITIONAL INSUF<br>HERE ALLOWED BY LAW. COVER | ay be attached if mor<br>CIT OF ALAMDA, I<br>ILITY COVERAGE<br>LED APPLIES ON V<br>RAGE IS SUBJECT | e space is requin<br>TS CITY COUN<br>, ON A PRIMAR<br>VORK COMP, G<br>TO THE TERM | ad)<br>ICIL, BOARDS, COMMISSIO<br>Y, NON-CONTRIBUTORY B/<br>ENERAL, AUTO, AND UMBF<br>S AND CONDITIONS OF THI | NS, OFFIC<br>ASIS, IF R<br>ELLA LL<br>S POLICY | CIALS,<br>EQUIRED<br>ABILITY        |  |
| -        | DTIE                                |   | _   | _                             |  |  | 9/15/20   |   |  | _                                   |  |
| 5        | 4                                   | 6772538   | -   | -                             | CA   | INCELLATION  | See Atta  | cinnents  | -  |                                     |  |
|          | C 2 A                               | TTY OF ALAMEDA<br>263 Santa Clara Ave<br>LAMEDA CA 94501  |   |                               | S<br>T   | HOULD ANY OF<br>HE EXPIRATION  | THE ABOVE D<br>N DATE THE<br>TH THE POLIC   | ESCRIBED POLICIES BE C<br>EREOF, NOTICE WILL<br>Y PROVISIONS.   | ANCELL<br>BE DEL                               | ed Befori<br>Ivered II              |  |
|          |                                     |   |   |                               | AUT  | THORIZED REPRESE   | NTATIVE   | n hall  |  |                                     |  |

ACORD 25 (2016/03)

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



| Policy No. CI 00146211   | 5%-1% - D. L. 0/00/0000           |
|--|-----------------------------------|
| Folicy No. GLOUT46311  | Effective Date: 8/28/2022         |
| This endorsement modifies insurance provided under the:<br>Commercial General Liability Coverage Part<br>SCI                   | fedule                            |
| Name Of Additional Insured Person(s)<br>Or Organization(s):  | Location(s) Of Covered Operations |
| ANY PERSON OR ORGANIZATION ARE REQUIRED<br>TO PROVIDE ADDITIONAL INSURED STATUS IN<br>A WRITTEN CONTRACT, AGREEMENT OR PERMIT. | ALL<br>LOCATIONS                  |
|  |                                   |
|  |                                   |

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- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;

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

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

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

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

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

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# Waiver Of Subrogation (Blanket) Endorsement

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

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part** 

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

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

DocuSign Envelope ID: 9E5BD201-1AB2-4DCC-81B1-71FEFB4C2008 Attachment Code: D574651 Certificate ID: 16772538

POLICY NUMBER: BAP0146329

COMMERCIAL AUTO CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured: DUDEK

Endorsement Effective Date: 8/28/2022

SCHEDULE

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

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

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

CA 20 48 10 13

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

DocuSign Envelope ID: 9E5BD201-1AB2-4DCC-81B1-71FEFB4C2008 Attachment Code: D574651 Certificate ID: 16772538 POLICY NUMBER: BAP0146329

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: DUDEK

Endorsement Effective Date: 8/28/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY IN A WRITTEN CONTRACT, AGREEMENT OR PERMIT WITH THE NAMED INSURED.

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

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

DocuSign Envelope ID: 9E5BD201-1AB2-4DCC-81B1-71FEFB4C2008

| Attachment Code: D574650 Certificate ID: 16772538<br>WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY | WC 00 03 13  |
|--|--------------|
|  | 110 00 00 10 |

WC0146330

#### Dudek

8/28/20228/28/2023 (Ed. 4-84)

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

WC 00 03 13 (Ed. 4-84) 983 National Council on Compensation Insurance.

#### AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this <u>30th</u> day of <u>October</u> 2023, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "the City") and Dudek a California corporation whose address is 605 3<sup>rd</sup> Street, Encinitas, CA 92024, (hereinafter "Provider"), is made with reference to the following:

#### **RECITALS:**

A. On October 26, 2022, an agreement was entered into by and between the City and Provider (hereinafter "Agreement") in an amount not to exceed \$269,830.29, for consulting services for the development of an Urban Forest Plan.

B. Whereas, the City Council authorized the City Manager to execute this Agreement, as amended on October 4, 2022.

C. The City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 1, TERM, of the Agreement is modified to read as follows:

The term of this Agreement shall commence on the 26<sup>th</sup> day of October 2022, and shall terminate on the 25th day of October 2024, unless terminated earlier as set forth herein.

2. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

# DUDEK a California corporation

DocuSigned by:

Eric Wilson Executive Vice President

---- DocuSigned by:

Helder Guimaraes

Helder Guimaraes

CITY OF ALAMEDA a Municipal Corporation

-DocuSigned by:

Junnifer Ott Jennifer=Ott#3E...

City Manager

### **RECOMMENDED FOR APPROVAL:**

DocuSigned by:

Allen Tai

Allen Tai Interim Planning, Building and Transportation Director

APPROVED AS TO FORM: City Attorney

— DocuSigned by:

Celena (luca Celena Heren Chief Planning Counsel