

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN LEANDRO AND  
PLANIT GEO  
FOR  
DEVELOPMENT OF CITYWIDE TREES MASTER PLAN**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro (“City”) and PlanIT Geo (“Consultant”) (together sometimes referred to as the “Parties”) as of April 18, 2022 (the “Effective Date”).

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 1, 2024, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as referenced in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant’s obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed two hundred thousand dollars and 00/100 cents (\$200,000.00), notwithstanding any contrary indications that may be contained in Consultant’s proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City

in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City

shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

- 2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 30 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** There are no reimbursable expenses contemplated in this Agreement as specified in Exhibit B, and shall not exceed \$ \_\_\_\_\_ 0 \_\_\_\_\_, unless the Agreement is modified or amended as provided for in Section 8 prior to the termination of this Agreement. Expenses not listed in Exhibit B are not chargeable to City. Any reimbursable expenses subsequently agreed to between the parties are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

**4.1 Workers' Compensation.**

**4.1.1 General Requirements.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000.00 per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

**4.1.2 Submittal Requirements.** To comply with Subsection 4.1, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

## 4.2 Commercial General and Automobile Liability Insurance.

**4.2.1 General Requirements.** Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000.00 and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000.00 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

**4.2.4 Submittal Requirements.** To comply with Subsection 4.2, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

**4.3 Professional Liability Insurance.**

**4.3.1 General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000.00 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000.00 per claim.

**4.3.2 Claims-Made Limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

**4.3.3 Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

**4.3.4 Submittal Requirements.** To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

**4.4 Cyber Liability Insurance.**

**4.4.1 General Requirements.** Consultant, at its own cost and expense, shall maintain cyber liability insurance for the term of this Agreement in an amount not less than \$1,000,000.00 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress; invasion of privacy violations; information theft; damage to or destruction of electronic information; release of private information; alteration of electronic information; extortion; and network security. The policy shall provide coverage for liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology services:

- Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended;
- Data theft, damage, unauthorized disclosure, destructions, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential City information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on third party computer systems;
- Loss or denial of service;
- No cyber terrorism exclusion;

Such coverage must include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs, including without limitation, notification costs, forensic analysis, credit protection services, call center services, identity theft protection services, and crisis management/public relations services.

**4.4.2 Claims-Made Limitations.** The following provisions shall apply if the cyber liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

**4.4.3 Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

**4.4.4 Submittal Requirements.** To comply with Subsection 4.4, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

**4.5 All Policies Requirements.**

**4.5.1 Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

**4.5.2 Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

**4.5.3 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**4.5.4 Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).



**4.5.5 Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

**4.5.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**4.6 Submittal of Proof of Insurance Coverage.** All certificates of insurance and original endorsements effecting coverage required in this Section 4 must be electronically submitted through the City's online insurance document management program, PINS Advantage. Contractor shall comply with all requirements provided by City related to the PINS Advantage program.

**4.7 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

**Section 6. STATUS OF CONSULTANT.**

**6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in

the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

**Section 8. TERMINATION AND MODIFICATION.**

**8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon \_\_\_\_30\_\_\_\_ days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

**8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

**8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

**8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

**8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:

- 8.6.1 Immediately terminate the Agreement;
- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Consultant’s Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 9.2 **Consultant’s Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

**Section 10. MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California

Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the San Leandro City Clerk for the Form 700 and directions on how to prepare it.

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Sustainability Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

- 10.10 Notices.** Any written notice to Consultant shall be sent to:

PlanIT Geo, Inc  
C/o Chris Peiffer  
7878 Wadsworth Blvd  
Suite 340  
Arvada, CO 80003  
[chrispeiffer@planitgeo.com](mailto:chrispeiffer@planitgeo.com)  
[info@planitgeo.com](mailto:info@planitgeo.com)

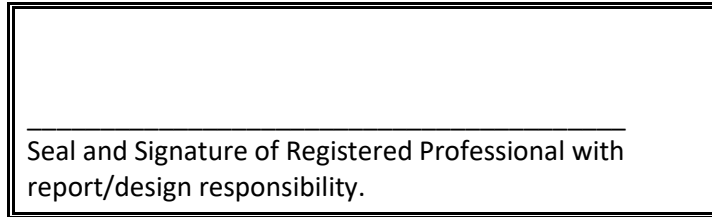
Any written notice to City shall be sent to:

City of San Leandro  
City Manager's Office  
c/o Sustainability Manager  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577

With a copy to:

City of San Leandro  
Department of Finance  
c/o Purchasing Agent  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577

**10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



**10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, C, and D represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	Indemnification
<u>Exhibit D</u>	COVID-19 Compliance Requirements

**10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**10.14 Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

**SIGNATURES ON FOLLOWING PAGE**

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

PLANIT GEO

\_\_\_\_\_  
Fran Robustelli, City Manager

\_\_\_\_\_  
Ian Hanou, CEO and Founder

Attest:

\_\_\_\_\_  
Consultant's DIR Registration Number  
(if applicable)

\_\_\_\_\_  
Kelly Clancy, Acting City Clerk

Budget Approved:

Approved as to Fiscal Authority:

\_\_\_\_\_  
Susan Hsieh, Finance Director

\_\_\_\_\_  
190-12-819-5190  
Account Number

Approved as to Form:

\_\_\_\_\_  
Richard D. Pio Roda, City Attorney

Per Section 10.7: Form 700 Required



## EXHIBIT A

### SCOPE OF SERVICES

#### BACKGROUND

The Trees Master Plan (“TMP” or “Plan”) was identified as an action item in the City’s 2021 Climate Action Plan as an adaptation strategy for improving community-wide health, safety, and wellbeing. The strategies for trees in this TMP will address the resilience of vulnerable populations against hazards of extreme heat and flooding and support carbon sequestration goals.

To develop a plan for the City of San Leandro’s trees and increasing tree canopy cover, historical context, policies, and practices must be reviewed to identify the strategies that will effectively address inequities—primarily impacting the underserved, vulnerable, and indigenous populations in the City. The Trees Master Plan will provide the short- and long-term strategies to redress these inequities.

San Leandro’s Public Works Street Maintenance Division is comprised of three sections: Street Services, Pavement Maintenance, and Traffic Maintenance. The Street Services Section is responsible for the maintenance of approximately 20,000 trees along City streets, at City facilities, and within City parks. Preventive maintenance of trees is performed on an approximate seven-year schedule. Crews also respond to new tree planting, trimming, and emergency removal requests. Trees along major thoroughfares are trimmed by contract on an annual/biannual basis. In addition to other maintenance services, the section administers the contract for median maintenance in public rights-of-ways, and other public landscapes.

#### PROJECT UNDERSTANDING

Trees and urban forests provide environmental, ecological, economic, and social benefits to people living in urban and suburban areas. Urban forests and community health are inextricably linked; the better an urban forest, the greater a community’s health. A community that is engaged with its urban forest will responsibly plant, care for, and nurture its trees, while inspiring others to do the same and supporting the City’s urban forest management program. A thriving urban forest is only possible through a civic commitment and partnerships shared by all. To responsibly care for and grow an equitable urban forest while maintaining public health and smart development, the City allocated funding to develop a data- and community-driven Trees Master Plan.

The project will adhere to and support the following principles:

- ❖ Incorporation of racial equity and indigenous practices; and
- ❖ Integration with City plans.

And, at minimum, the project will address or accomplish the following desired outcomes:

- ❖ Update and expand the comprehensive public tree inventory;
- ❖ Incorporation of racial equity and indigenous practices;
- ❖ Strengthen community engagement and integrate feedback and input;
- ❖ Develop strategies to address tree canopy equity, vulnerabilities, and benefits shared by all;
- ❖ Develop a forward-focused plan based on the challenges and opportunities; and

- ❖ Provide the roadmap to achieve a long-term urban forestry vision.

**THE PROJECT TEAM CONSISTS OF:**

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**DESCRIPTION OF SERVICES**

The following section provides an overview of PlanIT Geo’s (also referred to as “Consultant”) recommended approach and scope of services under the Agreement to complete the public tree inventory, urban heat and canopy assessment, and tasks for Trees Master Plan.

**Task 1.1 Tree Inventory**

The inventory project will be completed by PlanIT Geo’s ISA Certified Arborists and TRAQ qualified staff using PlanIT Geo’s TreePlotter INVENTORY software. This task will consist of a re-inventory of 11,000 street trees and 1,100 park trees, and the remaining public trees residing in medians, City facilities, and park sites for a total estimated tree inventory of 20,000 trees. The location and required attributes will be collected for each tree along with PlanIT Geo’s recommended fields/values based on the CAL FIRE Urban and Community Forestry Program Grant Guidelines Appendix I, “Minimum Data Collection Attributes for Tree Inventories.” In addition to trees, 4,000 planting sites (emphasis on low canopy areas) and an estimated 1,500 existing stumps will also be recorded.

## **Overview of Inventory Approach**

PlanIT Geo's web-based capabilities allow them to utilize the mobile GPS location feature built into PlanIT Geo's hardware devices. This location feature serves as the first tier for determining the exact location of the tree to be inventoried. Spatial information (lat/long coordinates) is then collected based on the location of the tree point placed on the base maps (Google, Bing, Esri, OpenStreetMap, others) by the arborist. With this, PlanIT Geo's Tree Inventory Specialists can accurately determine the ownership and exact location of each tree.

Using this approach, cities and PlanIT Geo's staff gain these advantages:

1. Data and production transparency. By utilizing a web-based data collection protocol PG will share the real time data collection map service so that collection progress can be monitored by appropriate staff members. Furthermore, web-based data collection enables PG to ensure that no trees are missed or that trees are not double inventoried throughout the entirety of the project.
2. Increased production rates. Location data entry using GIS with accurate base map information is nearly twice as fast as using GPS equipment alone. Inventory personnel are not limited by weather conditions or interference by buildings or other obstructions.
3. High level of location accuracy. GIS is only limited by the accuracy of the base map information provided. By utilizing the built-in GPS functionality of PlanIT Geo's hardware and PlanIT Geo's field expertise we can ensure accurate location information of 1-meter or less.

A Note on Data Security - As inventory information is collected, data are instantaneously stored on secure/remote servers eliminating the possibility of data loss and making it possible for City staff to access and download at any time.

### *Collection Method*

PlanIT Geo equips their Tree Inventory Specialists with a customized version of TreePlotter Software for recording the location and attributes of each tree. The GIS-based tree inventory is performed using computer tablets (iPad and Samsung tablets) that read information directly from the World Wide Web on PlanIT Geo's TreePlotter software. This means that any similar web-connected device can also be used to collect, edit, and manage the inventory resources. The application enables each tree to be precisely mapped (within 1-meter spatial accuracy) with the attributes described in the next section.

### *Tree Inventory Data Fields*

PlanIT Geo's final price will be based on the following protocols and fields to be populated for each tree. Final fields will be determined on a project kick-off meeting and will be set for the duration of the project. At minimum, PlanIT Geo's Tree Inventory Specialists typically collect the following data for each tree mapped:

- ❖ Tree species - genus/species AND common names
- ❖ Tree condition (relative health) and/or percentage of crown dieback (excellent to dead rating)
- ❖ Measurement of tree DBH (diameter at breast height) in inches
- ❖ Census Tract number
- ❖ Street address location
- ❖ GPS coordinates
- ❖ Location and size of empty and/or potential tree planting sites/stumps appropriate to applicant's current planting and removal patterns

- ❖ Maintenance recommendation (Priority 1 Removal, Priority 2 Removal, Priority 3 Risk Prune, Priority 4 Routine Tree Maintenance, Priority 5 Young Tree Maintenance)

If the City would prefer PlanIT Geo can add a list of common observations that we routinely see in the field. The addition of these observations would not increase PlanIT Geo's per tree rate or the total compensation contemplated under this Agreement.

#### *Quality Control*

PlanIT Geo provides cities with professional, courteous, and informative tree inventory project experiences beginning with high-quality tree inventory data. We can make this assurance because:

1. Quality control begins with proper training and education. PlanIT Geo's ISA Certified Arborists are college-educated and skilled at conducting tree inventories. \*All technicians working on this project have an ISA Certified Arborist credential and are supervised by an Arborist with a Tree Risk Assessment Qualification (TRAQ) credential.
2. During the inventory process, extensive quality control checks are applied regularly. Using PlanIT Geo's proprietary TreePlotter™ application access will be granted to city staff to dynamically monitor inventory progress.
3. In addition to daily quality checks and control, tree inventory Project Manager performs remote and/or on-site data checks to ensure data collected by other staff adhere to city work specifications and national industry standards.
4. PG welcomes and encourages city staff to perform on-site verification of the data. PG staff will cooperate fully with city staff to achieve a high level of confidence in the accuracy of the data. PG will provide staff with weekly or bi-weekly updates.
5. If any errant tree site location is detected, it is PG's responsibility to correct the data promptly.

#### *Format Options for Inventory Data Deliverables*

Upon completion of the inventory and the QA/QC process, PlanIT Geo delivers tree inventory data in Microsoft Excel and ESRI Shapefile and/or Geodatabase. PlanIT Geo will meet with the City prior to data delivery to review the inventory. Data can be delivered in the desired coordinate system and contain full metadata references. Data will be reviewed for errors prior to being provided to the City. TreePlotter's "Exporter" tool can save data as CSV or Shapefile formats at any point in time during the project and active TreePlotter subscription. Data export is free at any time and will be no extra cost to the City.

#### *Software – General Approach*

The Tree Inventory Team will utilize PlanIT Geo's TreePlotter INVENTORY software. The TreePlotter software platform is web/mobile-based, accessible on all major web browsers, responsive to smartphones, can be used on most leading brands of tablets, and is highly configurable. Data is securely stored in Amazon Web Services (AWS) on a US server with access only by PlanIT Geo's development and support team. Both products, TreePlotter INVENTORY and CANOPY (optional), will be set up within the same web application for this project. PlanIT Geo is offering the City a free 1-year subscription to these programs that begins upon inventory data delivery. The TreePlotter platform includes numerous administrative, mapping, visualization, data management, data sharing, filter/searching, and reporting functionality.

The TreePlotter platform will allow you to:

- Upload, edit, manage, search/filter, share, analyze and report on tree inventory data and PDFs.

- Configure administrative levels (aka, roles) and permissions, e.g., to restrict data viewed by administrators vs. user vs. public levels, as well as between projects.
- Interact with tree canopy assessment data if TreePlotter CANOPY is purchased:
  - View land cover raster data
  - Select/filter areas within a city based on land cover percentages by assessment boundaries (aka, geographies) such as census blocks, neighborhoods, land use types,
  - Prioritize areas based on tree equity scores from American Forests and other criteria from the American Community Survey census data
  - Create canopy grow-out scenarios including eco benefit data from i-Tree.
- Attach the following data formats to individual trees or at the “community level” (all map-based records, see screenshots below):
  - PDFs (eg management plans, grant applications, budgets, etc.)
  - URLs or hyperlinks, including QR codes
  - Microsoft Word, Access, Excel, and PowerPoint files (CSV as well). Files can then be opened/saved for later use.
- Manage login user accounts
- Create, save, and interactively share maps
- Export a copy of various data to CSV, shapefile, and CAD DXF (city/client owns all data in the application)

### **Task 1.2 Urban Heat Assessment**

The urban heat assessment will incorporate social vulnerability maps such as CalEnviroScreen, Green Zones, Equity Atlas and Alameda County Heat Map. Other urban heat data sources from Cal-Adapt and UC Berkeley will be considered/utilized. The following criteria will be considered for the assessment:

- ❖ Environmental/infrastructure criteria: pollutant levels, storm drain density, redevelopment potential, imperviousness of streets in public right of way, existing treatment.
- ❖ Equity criteria: park access, socioeconomic and demographic data, canopy coverage, heat island mitigation, transportation pollution index.

#### Approach to Assessing Urban Heat

1. PlanIT Geo’s Geospatial Services team will collect and review existing datasets to determine usability.
2. The team will outline the proposed approach and methodology for the City to review and confirm.
3. A draft deliverable will be prepared for review by the City project team and PlanIT Geo will update according to feedback received.
4. The final deliverable will be prepared and shared with the City. PlanIT Geo’s Consulting Team will utilize the data to develop the Trees Master Plan and inform community outreach and education. Results and data from the assessment will be incorporated into Task 1.3 and Task 1.4.

### **Task 1.3 Map of Priority Planting Areas**

To support the development of the Trees Master Plan, the Geospatial Services team will utilize the CAL FIRE statewide urban tree canopy data to identify possible priority planting areas across the City. These areas will be derived from canopy data, inventory data, public tree planting sites, City staff feedback, and community input, among other criteria. The following outlines PlanIT Geo's approach to this task.

1. Consultant will work with City staff to identify up to six environmental, demographic, and socioeconomic criteria and associated data sets to rank potential planting spaces.
2. Consultant will create priority tree planting indices for each criterion at the census block group scale. These indices will describe the best areas to plant for specific community or environmental benefits/outcomes.
3. GIS table fields will be added to the assessment boundary representing priority index values for each area.
4. PlanIT Geo's TreePlotter CANOPY application allows City staff and other stakeholders to visualize existing land cover and create custom weighted priority planting maps incorporating these ranked areas of planting opportunities.
5. NatureQuant data can be added to show a heat map of nature in the City. Data would include:
  - a. NatureScore™ - measures the quality and quantity of beneficial nature for any location. For each location, NatureQuant analyzes and blends various data sets and processed information, including satellite infrared measurements, GIS and land classifications, park data and features, tree canopies, human modifications, air, noise, and light pollutions, and computer vision elements (aerial and street images). The NatureScore™ provides a numerical score between 0-100 where 0 represents a largely built environment and 100 represents a largely natural environment.
  - b. NatureScore Priority Index (NPI) - combines NatureScore with Area Deprivation Index (ADI) data comprised of 17 socioeconomic factors to show areas that are nature deficient and also deprived (low income, low education, low employment, poor housing, etc.).
6. PG will develop maps and supporting spreadsheets of key findings that will be used to prepare education and outreach messaging for the public and to develop the Trees Master Plan and supporting canopy goals (Task 1.4).
7. All data can be delivered in Esri vector-based shapefile and raster-based Geotiffs. The data will also be displayed and interactive within PlanIT Geo's TreePlotter CANOPY decision support software application for one year. The City can receive updated data every two to three years by subscribing.

#### **Task 1.4 Goals for Tree Canopy**

The Consulting Team has extensive experience in utilizing tree canopy data and information gathered from planning sessions to develop realistic large-scale and localized tree canopy goals and planting targets. To establish recommended tree canopy goals for San Leandro, the Consulting Team will gather an understanding of the needs and opportunities for the urban forest, the viewpoints and perceptions of the community, and the capacity of programs that manage public trees. These ambitious goals for a sustainable, equitable, and resilient urban forest will align with other community priorities such as tree equity, climate action, human health, water quality, surface temperature and energy use mitigation, and thriving ecosystems. Ultimately, the strategic Trees Master Plan will integrate these goals and priorities for long-lasting impacts that benefit the community and its natural environment.

To achieve these objectives, the Consulting Team proposes the following approach:

1. Concurrent with the urban heat and planting priority analysis, PlanIT Geo's team will conduct the necessary research to gauge the City's readiness for increased canopy. We'll examine existing resources, plans, programs, partners, and initiatives relating to or impacting tree planting, maintenance, and protection in San Leandro.

2. PlanIT Geo's team will meet remotely with key staff and stakeholders to gather the background and data that will inform the development of realistic tree canopy goals. Information gathered during these sessions may include:
  - Existing planting practices (i.e., number and frequency of tree plantings on public land).
  - Canopy goal planning horizon and intervals (i.e., 20-year goal with 5-year targets).
  - Relevant City planning efforts (i.e., Climate Action Plan mitigation/adaptation policies/strategies, tree equity, watershed goals, human health).
  - Existing policies and associated impacts (i.e., tree preservation/replacement requirements and estimated tree loss due to development).
3. As part of the Outreach Plan (2.1) PlanIT Geo's team will conduct public stakeholder engagement sessions to gather input and feedback on the development of canopy goals and planting priorities. The timing of the engagement sessions will align with the development of these recommendations. Further detail regarding the Outreach Plan can be found in Task 2.1 Outreach Plan.
4. Once the urban heat and priority planting assessment data is available, PlanIT Geo's team will analyze the metrics by planning boundary to determine the most viable canopy goals and planting targets. By analyzing available planting space and leveraging the information gathered in the previous tasks, short- and long-term canopy goals for public and private land will be developed. Other considerations when creating the canopy goals include:
  - Potential causes for canopy gains and losses.
  - Estimated number of small, medium, and large-statured trees to be planted (as a percentage).
  - Canopy area of trees at maturity (small, medium, and large) using industry recommended sizes for calculating future canopy cover.
  - Estimated annual mortality of existing and newly planted trees (as a percentage).
  - Stocking levels for various land uses/zoning types (e.g., plant 25% of the 40% possible planting area on residential land).
  - Opportunities and limitations on both public and private land.
5. With the canopy goals drafted for both public and private land on small (e.g., Census Tract/park) and large (neighborhood/City) scales, the team will calculate the number of trees required, short- and long-term targets (i.e., intermediate and total number of trees and canopy goals), associated benefits and services of future canopy cover, and future stocking levels of available planting space.
6. These draft calculations will be delivered to the City staff via Excel Spreadsheet and Adobe PDF and the team will meet remotely with the City staff to discuss the necessary revisions.
7. The team will finalize the calculations and prepare a final spreadsheet and summary tables/charts/graphs to utilize in the Trees Master Plan and for City and partner outreach material.

Applying this project-proven approach tailored to San Leandro will establish canopy goals that will raise awareness and serve as the catalyst to implement the Trees Master Plan. PlanIT Geo's team for the Urban Heat Assessment and Planting Priority tasks consists of GIS analysts and urban forestry planners creating a seamless transition to the development of the Trees Master Plan in an efficient and effective manner.

## **Task 2.1 Outreach Plan**

### **Detailed Approach to Task 2.1**

#### **1. Develop Outreach Plan**

- ❖ The Consulting Team will develop the internal Outreach Plan based on research and City input to guide public participation, education, and engagement. This strategy will include the approach for each engagement activity, timelines, partners, audiences, objectives, and alignment of other efforts. After City review, the Team will update and begin implementing strategies.

#### **2. Public Meeting #1 (Project Launch)**

- ❖ Based on the Outreach Plan, a series of public meetings (virtual) will be conducted. The team proposes the interactive and intuitive webinar platform, Zoom. Meetings will be recorded and a draft and final agenda will be prepared at least one month in advance. The team will work with community partners to announce and encourage participation from the diverse population.
- ❖ The first of three public meetings will be held to inform residents of the project purpose, approach, and opportunities to engage. An announcement of the meetings provided at least one month in advance and shared on the project website (see below), City website, and other platforms.

#### **3. Project Website**

- ❖ Website hosted by PlanIT Geo providing project information, components, resources, timelines, and engagement opportunities. Provides the platform for interactive maps, tree and planting site inventory, photo contest, public surveys, among other engagement activities. Hosted throughout project and for 6 months following project completion.

#### **4. Social Media Posts & Press Releases**

- ❖ Aligned with the Outreach Plan, the Consulting Team will work with the City, communications staff, and local partners for messaging, format, timing, and delivery of media messaging at key project intervals (priced at up to 6 rounds).

#### **5. Public Survey #1 (Viewpoints, Concerns, City Services, Planting Priorities)**

- ❖ The Consulting Team will establish the objectives and desired outcomes of the survey and prepare a draft list of questions and response options for the City and partners to review. The questions will seek to gather viewpoints and perceptions relating to urban forest health, current City services, priority planting areas, and future alternative investments in urban forest canopy.
- ❖ The Team will finalize the survey and work with City communications staff, San Leandro 2050, and other community partners to determine the best method for distribution to capture responses from the diverse population.
- ❖ The survey will be hosted on the project website with a link on the City's website (optional).
- ❖ The City and partners (e.g., SL2050) will share on social media, press releases, and the City website. It is recommended the survey remain open for a period of at least 30 days.
- ❖ After closing the survey, the Consulting Team will analyze the responses to inform future engagement approaches, planting priorities, canopy goals, and content in the Trees Master Plan.

#### **6. Public Meeting #2 (Planting Priorities)**

- ❖ The public meeting (virtual) will be informed by the previous public meeting and survey, data analyses, and other tasks.
- ❖ The meetings will strengthen the urban forest vision, discuss priority planting areas and strategies, and increase long-term commitments to stewardship.

#### **7. Public Survey #2 (Canopy Goals, Post-Planting Care, Stewardship)**



- ❖ The second of two surveys will follow a similar approach as the first survey. Information gathered from the first survey will be used to inform the questions in the second survey. The survey will focus on questions to inform tree canopy goals, mechanisms for post-planting care, and long-term community tree stewardship.

#### **8. Public Meeting #3 (Draft Plan Review, Incite Action)**

- ❖ The third and final public meeting will be held to discuss the draft Trees Master Plan and gather feedback to inform updates for the final Plan. This meeting may be held in-person or remotely, depending on the budget and City guidelines regarding COVID.

#### **9. Engagement Summary & Analysis**

- ❖ Findings from all previous engagement sessions will be summarized and analyzed to inform the development of the Trees Master Plan. The summary will be provided to the City for review and a final version of the summary will be shared with the City and partners to utilize in their messaging going forward.

### **Task 2.2 Education Recommendations**

To implement the recommendations in the Trees Master Plan, the City and its community partners will need strategic guidance to educate and engage the diverse populations in San Leandro. Examples may include Tree Care Academy, best outreach / communication practices, demonstration projects, and Arbor Day / tree festival / community planting days.

1. The engagement analysis and summary will inform the draft recommendations for education.
2. The draft recommendations will be provided to the City for review and input.
3. A final document detailing the recommendations will be provided and utilized in developing the Trees Master Plan.

### **Task 3.1 Identify Challenges, Principles, Goals**

Using the urban heat assessment, planting priorities, tree inventory, and public input, the Consulting Team will identify the primary challenges, principles, and shared goals.

1. The tree data will be analyzed to identify vulnerabilities, gaps, and opportunities.
2. These metrics will be cross-examined with the urban heat and planting priority assessments.
3. Next, the feedback from the public will be integrated into the composite of these metrics.
4. The Consulting Team will then host a series of City staff and stakeholder consultations. The team will identify the potential staff and community members to include along with the proposed framework for consultation. This engagement will start with a simple ~5-question survey to gather information about the respondent's title, roles, workflows, concerns, priorities, successes, and desired outcomes of the Plan. Following the survey, staff and community members for follow-up meetings (remotely) will be identified and consulted.
5. The outcomes of the various information gathering exercises listed above will be integrated into one draft and final document detailing the challenges, principles, and goals to be addressed in the Trees Master Plan.

### **Task 3.2 Tree Species and Management Recommendations**

The team will provide the recommended street tree species appropriate for planting in the public right-of-way that meet criteria such as drought tolerance, California natives, root growth (minimizing impacts to adjacent public sidewalks and private sewer laterals), and height (a majority of the City's residential

neighborhoods still have overhead power lines). Regarding species selection and planting, best management practices from national arborist specifications will be provided as support.

1. Existing tree lists used in the City will be gathered and reviewed.
2. The team will meet (remotely) with City staff to discuss strengths, weaknesses, and missing trees in the existing tree lists. In addition, the desired attributes within the list will be defined.
3. The team will review regional tree lists and conduct the “Sister Climate City” analysis developed by PlanIT Geo. This analysis uses forecasted temperatures and climate to identify the average temperature of San Leandro 60 years from present. These numbers will be used to find a city with a current climate that matches San Leandro’s 60 year projection and their existing tree lists and planting practices will be reviewed. This will identify potential tree species to integrate into the City’s planting palette to grow an urban forest resilient to the effects of climate change.
4. An interactive spreadsheet with filtering and sorting functionality will be drafted and include a series of tree species selection scenarios that autopopulate tree species for planting. For example, a question may ask, “Is there permanent irrigation available at the planting site?” If “yes”, tree species will be automatically listed that are suitable for sites with irrigation and if “no”, tree species will be selected that are suitable for dry conditions. See an example screenshot further below.
5. After the City and partners review the draft spreadsheet, the team will prepare the final version and incorporate the tree species into the recommendations within the Trees Master Plan.

### **Task 3.3 Recommended Tree Infrastructure Team**

With limited staff capacity at the City, a tree planting and maintenance program will need to be supplemented and supported by a community network. The Consulting Team will identify some possible collaboration structures for staff, community volunteers, horticulture students, community partners, and organizations to work together on the tree planting program. Potential partners include Sogorea Te Land Trust, 100K Trees for Humanity, San Leandro 2050, Common Vision, Unity in the Community, Friends of San Leandro Creek, UC Berkeley Master Gardeners Program, Merritt College horticulture class, and Sierra Club. The recommendation will build upon an existing group of volunteers who assisted with outreach for a small tree planting pilot funded through San Leandro 2050.

1. Research and consultations with community partners will inform the framework for the Tree Infrastructure Team.
2. The Consulting Team will draft the recommendations for the Tree Infrastructure Team that aligns with the canopy goals, planting priorities, and maintenance needs. The draft will be reviewed by City staff and partners.
3. Following review, the Consulting Team will prepare a final recommendation summary for integration into the Trees Master Plan and future implementation efforts led by the City.

### **Task 3.4 Budget and Revenue for Tree Work**

Through analysis, the Consulting Team will develop a recommended budget for street trees and park maintenance. Recommendations will examine possible revenue sources for planting, care, and maintenance, such as tree banking.

1. From previous City staff consultations, existing practices will be examined such as maintenance, removals, plantings, costs, and funding structures.

2. The Consulting Team will analyze the tree and planting site inventory, the priority planting areas, and canopy goals to identify the maintenance, removal, and planting needs.
3. Based on input from the City, the estimated costs and recommended budgets for activities will be prepared as an annual amount and at key intervals (e.g., 5- and 10-year costs).
4. The Consulting Team will conduct benchmarking research of approximately 10 analogous communities to compare funding mechanisms, budgets, and activities that are then cross-examined with industry standards and regional averages (from the 2014 Community Forest Census, Hauer et al. and the 2021 Arbor Day Tree City USA records for California communities).
5. From the research, information gathering, and analysis, the draft and final recommended budgets, funding mechanisms, and revenue sources will be prepared for integration into the Trees Master Plan.

### **Task 3.5 Revisions to City Ordinances or Policy**

The Consulting Team will identify any recommended changes to the City’s current tree ordinance (Section 5-2 “Street Trees” of San Leandro Municipal Code) or related tree policies. A strong and fair foundation of regulations ensures successful long-term outcomes and impacts from the Trees Master Plan.

1. Existing ordinances and policies will be gathered and reviewed. The Consulting Team will utilize the U.S. Forest Service’s (USFS) Urban Forest Audit, Vibrant Cities Lab’s Community Assessment and Goal Setting Tool, the USFS Sustainable Urban Forest Guide, Sustainable Forestry Initiative’s Urban Forestry Sustainability Standard, ISA’s Guidelines for Developing and Evaluating Tree Ordinances, and outcomes from City staff and stakeholder consultations, benchmarking research, and community input.
2. Existing language will be cross-examined with the guidance provided in the resources listed above and recommendations will be developed that align with industry standards and best practices.
3. The draft recommendations will be provided to the City and shared with stakeholders and the public, where applicable, to gather feedback and input.
4. The Consulting Team will meet remotely with the City to discuss the necessary changes and revise the recommendations for a final version to be incorporated into the Trees Master Plan and used as a separate resource for the City to pursue changes.

### **Task 4.1 Tree Planting Implementation**

The Consulting Team will outline recommendations for setting up a system for planting trees in the priority planting areas, including responsibilities across different groups in the Tree Infrastructure Team.

1. Draft recommendations will be developed based on the characteristics, limitations, opportunities, regulations, and partners of various planting site types within the priority areas. For example, resources and limitations differ among land use types (e.g., residential compared to commercial land use).
2. The Consulting Team will meet (remotely) with the City to refine the recommendations and finalize for use in the Trees Master Plan and implementation efforts led by the City and partners.

### **Task 4.2 Tree Maintenance Implementation**

The Consulting Team will outline recommendations for tree maintenance, including recommended timelines for pruning, planting/establishment, inspection, tree health monitoring, and support system. The group(s) in the Tree Infrastructure Team to manage each aspect/activity will be identified.

1. The tree and planting site inventory will be analyzed to identify priority removals, maintenance, risk mitigation, routine pruning, young tree care, and planting.
2. Based on existing operations and practices and the needs of the urban forest, recommendations for tree activity timelines and priorities will be drafted in an interactive worksheet aligned with the Primary IDs of trees in the tree inventory management software, TreePlotter. Custom URLs will be created that provide the filtered set of public trees for each maintenance activity prescribed and recommended.
3. After review, the Consulting Team will prepare the final recommendations for integration into the Trees Master Plan and ongoing implementation by the City.

#### **Task 4.3 Managing Hazards of Declining Trees and Tree Removal**

Recommendations for management of declining trees, including replacement schedule, and tree removal will be outlined. Specifically, guidance will be prepared for developing a replacement schedule and prioritizing areas where the existing trees are primarily at/near the end of their lifespan, compared to prioritizing neighborhoods where there are no trees yet.

1. The inventory will be analyzed to prioritize and schedule the replacement of trees dead or in decline.
2. Tiers of priorities for replacement will be developed based on the amount of tree canopy and number of public trees in neighborhoods.
3. The trees recommended for replacement will be organized into an interactive worksheet and custom URLs to the City's TreePlotter inventory software will be prepared to display the trees by replacement tier.
4. After reviewing the draft recommendations, the Consulting Team will prepare the final list of trees along with the schedule and recommended replacement species in an interactive worksheet to be incorporated into the Trees Master Plan and implementation efforts going forward.

#### **Task 4.4 Infrastructure Issues**

Recommendations for managing growing/rooting space, utility line/structure clearances, sidewalk / hardscape damage, construction damage, and fire hazards at the urban/wildland interface will be outlined.

1. Inventory will be analyzed to identify trends and potential risks relating to tree conflicts (hardscape, growing space, utilities, WUI).
2. Existing practices and operations will be understood through the City staff consultations in previous tasks.
3. Recommendations will be drafted and finalized and will include PlanIT Geo's *Trees and Hardscape Conflicts Workbook and Solutions* resource.

#### **Task 4.5 Maintenance Record Keeping**

Based on City staff input, PlanIT Geo's research, urban forest needs, and benchmark comparisons, the Consulting Team will provide recommendations for maintenance record keeping.

1. City needs will be listed and examined.
2. Best practices, Standard Operating Procedures, and other guidance will be drafted for proper record keeping.

3. Demonstration and training on PlanIT Geo's recommendation will be provided virtually to key staff and partners.
4. Typically, the Consulting Team recommends subscribing to PlanIT Geo's TreePlotter INVENTORY software and work order management module. This online GIS mapping platform enables unlimited number of users and various account levels to view, add, edit, manage, and report on the tree and planting site inventory as well as canopy data and priority planting areas. Since 2012, there are over 300 TreePlotter™ clients which collectively contain over 4,000 individual user login accounts. Their GIS, Inventory, and Consulting teams also use TreePlotter daily to perform project tasks for communities, organizations, and consultants. Learn more at [www.TreePlotter.com](http://www.TreePlotter.com).

#### **Task 4.6 Key Performance Indicators**

Recommended key performance indicators (KPIs) will be developed for tracking progress on targets and goals, such as number of environmental justice priority community events and number of volunteer hours.

1. The Consulting Team will utilize information gathered from the previous tasks to complete a comprehensive audit of the City's urban forest, the programs that manage it, and the community that shapes and benefits from it. The U.S. Forest Service's Urban Forest Audit System ("Urban Forest Audit" or "Audit") will be used to effectively rank San Leandro's urban forest management and establish baseline metrics from which progress can be measured and evaluated. The Urban Forest Audit consists of 11 categories and within each category is a series of supporting elements equating to 130 unique aspects that are specifically evaluated for San Leandro. The interactive worksheet provides the indicators for improving on the Audit spectrum. In addition, the Consulting Team will utilize the Criteria and Indicators for Strategic Urban Forest Planning and Management (Kenney, et al. 2011), the Vibrant Cities Lab's Community Assessment and Goal-Setting Tool, and the SFI Urban and Community Forestry Sustainability Standard to develop the key performance indicators for the Trees Master Plan.
2. Draft KPIs will be developed in an interactive worksheet that can be sorted and filtered based on the respective action and implementation schedule.
3. A review meeting (remote) with the City will identify necessary changes and the Consulting Team will prepare a final worksheet of KPIs that will be integrated into the final Trees Master Plan.

#### **Trees Master Plan Development**

From the previous planning tasks and the final recommendations prepared, the Consulting Team will draft the Trees Master Plan using the following approach:

1. The Internal Work Plan will be finalized that serves as a narrative to the Trees Master Plan. This document includes decisions made in the planning process such as intended audiences, format and styling, Plan sections and outline, among other aspects of the Plan.
2. The Trees Master Plan outline will be finalized based on the scope of work in the City's RFP and the needs identified in the planning process according to the Internal Work Plan.
3. Draft #1 of the Plan will be prepared and shared with the City and key stakeholders for review.
4. A remote meeting will be held to discuss the draft and necessary revisions that the City will compile for the Consulting Team.
5. Draft #2 will be prepared based on the necessary edits discussed.
6. An optional public comment period for the Plan will gather feedback on the draft.

7. A remote meeting will be held to discuss the feedback received from the public and any necessary revisions within the scope of the Plan.
8. PlanIT Geo's Design Team will utilize Adobe InDesign and other graphic design tools to develop a Plan that appeals to a wide audience and includes infographics, maps, and other visual aids. Once completed, this will serve as the final Plan for review by the City.
9. Once approved, the final Trees Master Plan will be shared as an Adobe PDF including all source files to enable the City to access and utilize specific sections of the Plan for future messaging and presentations. Key components of the Plan will be added to the project website.

### **Presentations & Delivery**

The Consulting Team recommends additional presentations to City commissions and boards that impact or influence the trees in the City, for example, the Planning Commission and/or the Recreation and Parks Commission.

1. The timing and audience for the presentations will be discussed with the City and finalized.
2. The Consulting Team recommends 2 presentations— one at the draft stage and one at the final stage of the Plan.
3. The team will prepare an outline for both presentations and draft PowerPoints for the City to review.
4. The team can host the meetings/presentations on Zoom or City-preferred platform.
5. A PDF copy of the presentation will be shared with the City.
6. After all project components are completed and approved, the Consulting Team will prepare the final delivery folder of all supporting studies, worksheets, and documents. A remote meeting and screenshare will be set up by the Consulting Team to provide a review and training of the materials to key staff and stakeholders. This will ensure successful implementation of the Plan.
7. 6 months following project completion, PlanIT Geo will work with the City to transfer hosting or content from the project website.

### **SUMMARY OF TASK DELIVERABLES**

#### **Project Management**

- ❖ Tree Inventory and Master Plan kickoff
- ❖ Monthly meetings
- ❖ Internal Work Plan of timeline/milestones
- ❖ Zoom, Gantt Charts, Trello

#### **1.1) Tree Inventory**

- ❖ Kickoff meeting and logistics defined
- ❖ 20,000 trees + planting sites and stumps
- ❖ Free 1-year subscription to TreePlotter
- ❖ TreePlotter and data training
- ❖ Excel and Geodatabase delivery
- ❖ Accurate and precise data

#### **1.2 – 1.4) Heat and Planting Area Assessments**

- ❖ Draft and final summary sheets and maps
- ❖ Draft and final priority planting areas

- ❖ Draft and final tree canopy goals
- ❖ Strategic approach to tree inequity

### **2.1 – 2.2) Outreach Plan, Recommendations**

- ❖ Community Outreach Plan
- ❖ Partnership with SL2050 and others
- ❖ 13 engagement sessions including project website, 3 public meetings, 2 online surveys, social media, and local events
- ❖ Draft and final education recommendations

### **3.1 – 4.5) Technical Guidance**

- ❖ City staff consultations (8)
- ❖ Stakeholder consultations (10)
- ❖ Benchmarking research, Audit
- ❖ Recommendations for tree list, planting, care, risk, Tree Infrastructure Team, budget/revenue, and ordinance updates

### **4.6) KPIs, Plan Development, Presentations**

- ❖ Urban Forest Audit
- ❖ Draft and final KPIs
- ❖ 2 drafts and review sessions
- ❖ Graphic design and final draft
- ❖ 2 remote presentations
- ❖ Final delivery and training

## **PROPOSED PROJECT TIMELINE**

PlanIT Geo proposes a 15-month project beginning in April 2022 and concluding in June 2023. This timeline provides adequate time for data collection, assessments, City staff and stakeholder consultations, public engagement and education sessions, analysis, development of strategies and recommendations, Plan drafting, reviews, and final presentations. PlanIT Geo can adjust the timeline based on the City's objectives, concurrent planning, and desired milestones but recommends the following schedule to provide a comprehensive and effective planning experience and outcome.

The tree and planting space inventory will commence shortly after project award and contract signing, leading with a kickoff meeting to discuss logistics, priorities, and criteria. Throughout the 15-month planning process, monthly remote meetings will be scheduled as needed with the Consulting Team and City project team. The urban heat and planting priority assessments will also begin concurrently with the inventory. As the data collection and assessments are underway, the Consulting Team will begin the research deep dive, development of the Outreach Plan and project website, and scheduling of City and stakeholder consultations. Final decisions for the Trees Master Plan process, timelines, milestones, partners, and other logistics will be determined at a separate kickoff meeting in early May.

The Outreach Plan and engagement sessions will align with key planning elements and intervals to effectively incorporate feedback into the strategies and recommendations. A total of 13 education and engagement sessions organized by PlanIT Geo and supported by the City and partners will be held throughout the 15-month planning process.

The development of the recommendations and components of the Plan will be completed incrementally allowing for a continuous review and feedback loop from the City project team. The Consulting Team anticipates two rounds of draft Plan reviews and will prepare a styled and appealing final plan that will guide City and partners in technical urban forestry yet resonate with the diverse populations of San Leandro.

The following table summarizes the project tasks and associated timeline for completion. Further details can be provided upon request.



#	Task	2022						2023								
		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
	Project Management															
1.1	Tree Inventory															
1.2	Urban Heat Assessment															
1.3	Map of Priority Planting Areas															
1.4	Goals for Tree Canopy															
2.1	Outreach Plan															
2.2	Education Recommendations															
3.1	Identify Challenges, Principles, Goals															
3.2	Tree Species and Management Recommendations															
3.3	Recommended Tree Infrastructure Team															
3.4	Budget and Revenue for Tree Work															
3.5	Revisions to City Ordinances and Policy															
4.1	Tree Planting Implementation															
4.2	Tree Maintenance Implementation															
4.3	Managing Hazards of Declining Trees and Tree Removal															
4.4	Infrastructure Issues															
4.4	Maintenance Record Keeping															
4.6	Key Performance Indicators															
	Plan Development															
	Presentations & Delivery															
		Project Kickoff	Project Website, Public Meeting #1	Outreach Plan, Stakeholder Meetings	Priority Areas and Canopy Goals, Public Survey #1	City Staff Meetings, Tree Stories	Public Meeting #2, Photo Contest	Draft Recommendations	Public Survey #2, Final Recommendations	Live Q&A, Community Event, KPIs	Engagement Analysis, Final KPIs	Plan Drafting, Website Updates	Social Media, Draft #1	Draft #2	Public Meeting #3	Final Plan & Delivery

## EXHIBIT B

### COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

PlanIT Geo’s billing rates and costs for services are prepared in this response to the San Leandro, CA RFP #59348 “Citywide Trees Master Plan.” The competitive pricing ensures efficient and effective use of City funds by fully considering the City’s needs, applying their project-proven approach, and organizing a team of local and experienced professionals. The pricing provided within this document is based on PlanIT Geo’s recommended approach though, if necessary, the team will work with the City to finalize the scope of work to align with available funding for this project.

#### PROPOSED RATES

Name	Title	Rate
Chris Peiffer, PlanIT Geo	Director of Consulting	\$125
Alex Hancock, PlanIT Geo	Urban Forestry Climate Consultant	\$100
Rachel Ormseth, PlanIT Geo	Urban Forestry Solutions Consultant	\$100
Philip van Wassenaer, Urban Forest Innovations	Principal Consulting Arborist	\$200
Alex Satel, Urban Forest Innovations	Senior Consulting Arborist	\$150
Michael Hoesch, Arboreal Consulting	Urban Forestry Consultant	\$260
TJ Wood, PlanIT Geo	Director of Field Operations	\$125
David McCauley, PlanIT Geo	Tree Inventory Crew Leader	\$100
Nate Cummings, PlanIT Geo	Tree Inventory Specialist	\$80
Jeremy Cantor, PlanIT Geo	Director of Geospatial Services	\$125
Maegan Blansett, PlanIT Geo	GIS & Urban Forest Consultant	\$100
Ben Wittman, PlanIT Geo	Geospatial Data Manager	\$100
<b>AVERAGE RATE</b>		<b>\$130</b>

#### METHOD OF PAYMENT FOR SERVICES

PlanIT Geo’s preferred payment method is Electronic Funds Transfer (EFT) or check for amounts over \$5,000. If the amount is under \$5,000 PlanIT Geo also accepts credit cards through QuickBooks payments. Though these are PlanIT Geo’s preferred methods, the team can likely accommodate the City’s preferred or required method of payment. Additional details provided upon request.

#### DESCRIPTION OF REIMBURSABLE CHARGES

PlanIT Geo does not have any reimbursable charges.

#### TOTAL COST FOR PERFORMANCE OF ALL SERVICES

Not to Exceed: \$200,000.

## COST BREAKDOWN OF SERVICES

### Cost by Scope of Work Task

Task	Hours	Cost	%
Task 1.1 Tree Inventory	925	\$86,475	43%
Task 1.2 Urban Heat Assessment	47	\$5,050	3%
Task 1.3 Map of Priority Planting Areas	39	\$4,025	2%
Task 1.4 Goals for Tree Canopy	27	\$2,800	1%
Task 2.1 Outreach Plan	172	\$20,305	10%
Task 2.2 Education Recommendations	19	\$1,950	1%
Task 3.1 Identify Challenges, Principles, Goals	113	\$14,490	7%
Task 3.2 Tree Species and Management Recommendations	95	\$10,445	5%
Task 3.3 Recommended Tree Infrastructure Team	6	\$600	0%
Task 3.4 Budget and Revenue for Tree Work	54	\$6,570	3%
Task 3.5 Revisions to City Ordinances or Policy	71	\$9,095	5%
Task 4.1 Tree Planting Implementation	15	\$1,845	1%
Task 4.2 Tree Maintenance Implementation	14	\$1,585	1%
Task 4.3 Managing Hazards of Declining Trees and Tree Removal	19	\$2,245	1%
Task 4.4 Infrastructure Issues	17	\$1,725	1%
Task 4.5 Maintenance Record Keeping	4	\$400	0%
Task 4.6 Key Performance Indicators	38	\$6,030	3%
Plan Development	182	\$21,895	11%
Presentations & Delivery	18	\$2,470	1%
<b>TOTAL</b>	<b>1,875</b>	<b>\$200,000</b>	<b>100%</b>

### Cost by Project Team Member

Name	Title	Rate	Hour	Cost	%
Chris Peiffer	Director of Consulting	\$125	41	\$5,125	3%
Alex Hancock	Urban Forestry Climate Consultant	\$100	452	\$45,200	23%
Rachel Ormseth	Urban Forestry Solutions Consultant	\$100	197	\$19,725	10%
Philip van Wassenaer	Principal Consulting Arborist	\$200	47	\$9,400	5%
Alex Satel	Senior Consulting Arborist	\$150	87	\$13,050	7%
Michael Hoesch	Urban Forestry Consultant	\$260	50	\$13,000	6%
TJ Wood	Director of Field Operations	\$125	92	\$11,500	6%
David McCauley	Tree Inventory Crew Leader	\$100	416	\$41,600	21%
Nate Cummings	Tree Inventory Specialist	\$80	417	\$33,375	17%
Jeremy Cantor	Director of Geospatial Services	\$125	17	\$2,125	1%
Maegan Blansett	GIS & Urban Forest Consultant	\$100	47	\$4,700	2%
Ben Wittman	Geospatial Data Manager	\$100	12	\$1,200	1%
<b>TOTAL</b>			<b>1,875</b>	<b>\$200,000</b>	<b>100%</b>

### Cost by Primary Task

Primary Component	Hours	Cost	%
Tree Inventory (Task 1.1)	925	\$86,475	43%
Urban Heat & Priority Planting Assessment (Tasks 1.2 - 1.3)	47	\$5,050	3%
Trees Master Plan (Tasks 1.4 – 4.6)	903	\$108,475	54%
<b>TOTAL</b>	<b>1,875</b>	<b>\$200,000</b>	<b>100%</b>

Cost by Firm

<b>Consultant</b>	<b>Hours</b>	<b>Cost</b>	<b>%</b>
PlanIT Geo, Inc.	1,691	\$164,550	82%
Urban Forest Innovations, Inc.	134	\$22,450	11%
Arboreal Consulting	50	\$13,000	6%
<b>TOTAL</b>	<b>1,875</b>	<b>\$200,000</b>	<b>100%</b>

## EXHIBIT C

### INDEMNIFICATION

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected and appointed officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, officials, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

## **EXHIBIT D**

### **REQUIREMENTS RELATED TO THE COVID-19 PANDEMIC AND THE CITY OF SAN LEANDRO'S EMERGENCY DECLARATION**

The novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. The City of San Leandro is currently in a local emergency and state of emergency due to the COVID-19 pandemic.

COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact, through touched surfaces, and in airborne particles. As a result, federal, state, and local governments, including the City of San Leandro, and federal, state, county, and local health agencies recommend social distancing and additional cleaning protocols to limit the spread of the disease. The City has taken steps and put in place preventative measures recommended by federal, state, and local health agencies to reduce the spread of COVID-19. These measures include steps each person must take to prevent the spread of COVID-19 and include, but are not limited to, requiring face coverings, frequent hand washing and/or use of hand sanitizer, social distancing where possible, limiting of person-to-person contact, frequent cleanings of high-touch surfaces, and avoiding entering any building if they have COVID-19 symptoms.

Consultant shall obey all local orders and abide by all applicable preventative measures recommended by federal, state, county, and local health agencies and any preventative measures specifically implemented by the City. Consultant agrees that when entering any City buildings, Consultant will follow all COVID-19 related signage, wear a face covering, follow all social distancing protocols, and abide by any other COVID-19 preventative measure that are in place when performing the services described in this Agreement. Consultant shall also adhere to any subsequently communicated COVID-19 preventative measures as directed by City staff. The COVID-19 preventative measures are subject to change over time, and Consultant shall maintain knowledge of and adhere to the current COVID-19 preventative measures when interacting with City employees, officials, volunteers, agents, and representatives, and when entering City buildings.