

**AMENDMENT NO. 1 TO  
AGREEMENT #PWD-DAVEY-181-22-23**

**URBAN FOREST MASTER PLAN ADDITIONAL SERVICES**

1. This amendment (the "Amendment") is made by **City of Carmel-by-the-Sea** and **Davey Resource Group**, parties to Agreement # PWD-DAVEY-181-22-23 (the "Agreement") executed on August 2, 2022.

2. The Agreement is amended as follows:

a. Section 1, Services, is amended to include the following additional professional services for the Urban Forest Master Plan, as described in the Scope of Services in Exhibit A.1:

- Additional Inventory of 4,000 trees
- Additional Inventory of up to an additional 500+ trees
- Update Tree List: Review/Update Tree Palette
- Additional Supplemental Services

b. Section 2, Compensation, of the Agreement is amended and restated as follows:

Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Key Personnel & Fee Schedule (Exhibit B") and Consultant's Compensation for Additional Services (Exhibit "C.1") in an amount of Forty-Five Thousand Dollars (\$45,000). Therefore, the "Maximum Authorized Expenditure" under this Agreement, including Amendment No. 1, shall be Two Hundred Five Thousand Dollars (\$205,000).

c. Section 3, Agreement Term, of the Agreement is amended as follows:

- Term, Paragraph A: The work under this Agreement will commence by August 8, 2022 and must be completed by June 30, 2025 unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement.
- Project Schedule, Paragraph C, remains as shown in the original Agreement, Exhibit D.

d. Section 5, Representatives and Communication, paragraph A, of the Agreement is amended and restated as follows:

City's Project Representative. The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: Thomas Ford  
Title: Administrative Analyst

Address: PO Box CC, Carmel-by-the-Sea, CA 93921  
Telephone: 831-427-7673  
Email: tford@ci.carmel.ca.us

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

4. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Amendment and to bind the parties to the performance of its obligations.

5. This Amendment may be executed in counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

6. If any term, condition, or covenant of this Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Amendment will not be affected and the Amendment will be read and construed without the invalid, void or unenforceable provision.

**CONSULTANT:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY:**

By: \_\_\_\_\_

Chip Rerig, City Administrator

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Nova Romero, MMC, City Clerk

Date: \_\_\_\_\_

## **EXHIBIT A.1 – SCOPE OF ADDITIONAL SERVICES FOR AMENDMENT NO. 1**

- **Task 7A, Additional Inventory of 4,000 Trees**

Consultant perform a tree inventory for 6,000+ City-maintained right of way, facility, and parks trees under the original Agreement. For Task 7A, Consultant will collect data on up to 4,000 additional trees. The data will be collected and/or reviewed using International Society of Arboriculture (ISA) Arborists, and Global Positioning Satellite technology with sub-meter accuracy. The detailed requirements and specifications for the inventory services are provided in Exhibit “E” - Required Minimum Collection Attributes for CAL FIRE Grant Funded Tree Inventories. The tree inventory data shall be geo-coded into a GIS database and delivered as a new layer in the City's TreeKeeper system.

- **Task 7B, Additional Inventory of up to an Additional 500+ Trees**

Consultant will collect data on up to 500 additional trees, per the requirements cited in Task 7A above.

- **Task 7, Update Tree List: Review/Update Tree Palette**

Consultant will recommend new tree species and cultivars that should be introduced to Carmel's urban forest to increase diversity and climate change resiliency. Consultant will develop a process to identify over time which species will thrive and are suitable for this area. Consultant shall also recommend which species need to be removed from the list, either due to failure to thrive or due to a current over-representation in the tree palette. The updated recommended Tree List will be easy to understand for all stakeholders. It shall also categorize trees according to water use and classify as native, near native or ornamental, as well as other useful parameters.

- **Task 7D, Additional Supplemental Services**

Consultant may provide additional Supplemental Services, but only upon prior written authorization by the City.

**EXHIBIT C.1 – COMPENSATION FOR ADDITIONAL SERVICES FOR AMENDMENT NO. 1**

<b>Task</b>	<b>Item</b>	<b>Task Budget</b>
7A	Additional Inventory of 4,000 trees	\$28,550
7B	Additional Inventory of up to an additional 500+ trees	3,500
7C	Update Tree List: Review/Update Tree Palette	6,520
7D	Additional Supplemental Services Budget	6,430
	<b>Amendment No. Total</b>	<b>\$45,000</b>