



City of Douglas

Urban Forestry Services

Prepared For:

City of Douglas
Attn: Brandon Frye
Sent via Email to:
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Prepared By:

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Introduction

Trees are part of everyday life in the City of Douglas. The City’s urban forest creates a sense of place and supplies real benefits to those who live in Douglas. Trees along streets, in parks, around playgrounds, and in backyards provide shade and beauty and enhance the quality of life in Douglas by bringing natural elements and wildlife habitats into urban settings. Trees also moderate temperatures, reduce air pollution and energy use, improve water quality, and promote human health and well-being.

Davey Resource Group, Inc. “DRG” understands the benefits trees bring to your community. We also realize the challenges that come with managing public trees.

About Davey Resource Group, Inc.

For over 29 years, DRG has inventoried trees throughout the United States. We know that the data collected during a tree inventory is critical to helping you manage your urban forest proactively and better mitigate tree-related risk. Since you rely on the inventory data and plan findings and recommendations to make important decisions, DRG uses only qualified, experienced staff who are knowledgeable of both industry standards and the municipal work environment.



Trees bring natural elements and wildlife habitats into urban settings and they also moderate temperatures, reduce air pollution and energy use, and improve water quality.

URBAN FOREST EXPERTS

We are pleased to introduce DRG and our team of urban forest experts to the City and present our qualifications for providing tree inventory and planning services. DRG's team will provide you with solutions you can count on for building and maintaining tree canopy in a manner that not only enhances community aesthetics and public safety but also improves the community's environmental and social well-being through trees.

Our team consists of International Society of Arboriculture (ISA) Certified Arborists, urban and traditional foresters, urban planners, Geographic Information Systems (GIS) and Information Technology (IT) specialists, and ecological scientists. We have experience working with a wide variety of clients, including municipalities, parks, commercial complexes, and utilities, and have the knowledge, certifications, and training required to complete Douglas' project on time and budget while exceeding the City's expectations.

We understand that the information in a tree inventory database and management plan helps you to complete your daily work more efficiently and allows you to:

- Respond to inquiries and requests about trees
- Quickly find trees when you need to schedule work
- Keep maintenance records up to date
- Make data-driven decisions; be accountable for actions and justify decisions
- Showcase the benefits of your urban forest

NATURAL RESOURCE MANAGEMENT

DRG's Environmental Consulting team is your committed partner for natural resource planning and management. With 22 local offices and a national footprint, we offer a wide and growing variety of consulting services (in addition to urban forestry) including wetlands and stream studies, environmental design and ecosystem restoration, stormwater management and compliance, and invasive species management.

We understand the complex ecosystems, resource challenges, and regulatory concerns that impact the success of any environmental project. No matter the location—dense city core or a remote rural site—we leverage our creativity and expertise to deliver reliable, turn-key environmental consulting services. We combine the latest technologies with time-tested techniques to provide high-quality results in a timely and professional manner.

A TRUSTED PARTNER AND SUPPORTER OF ARBORICULTURE

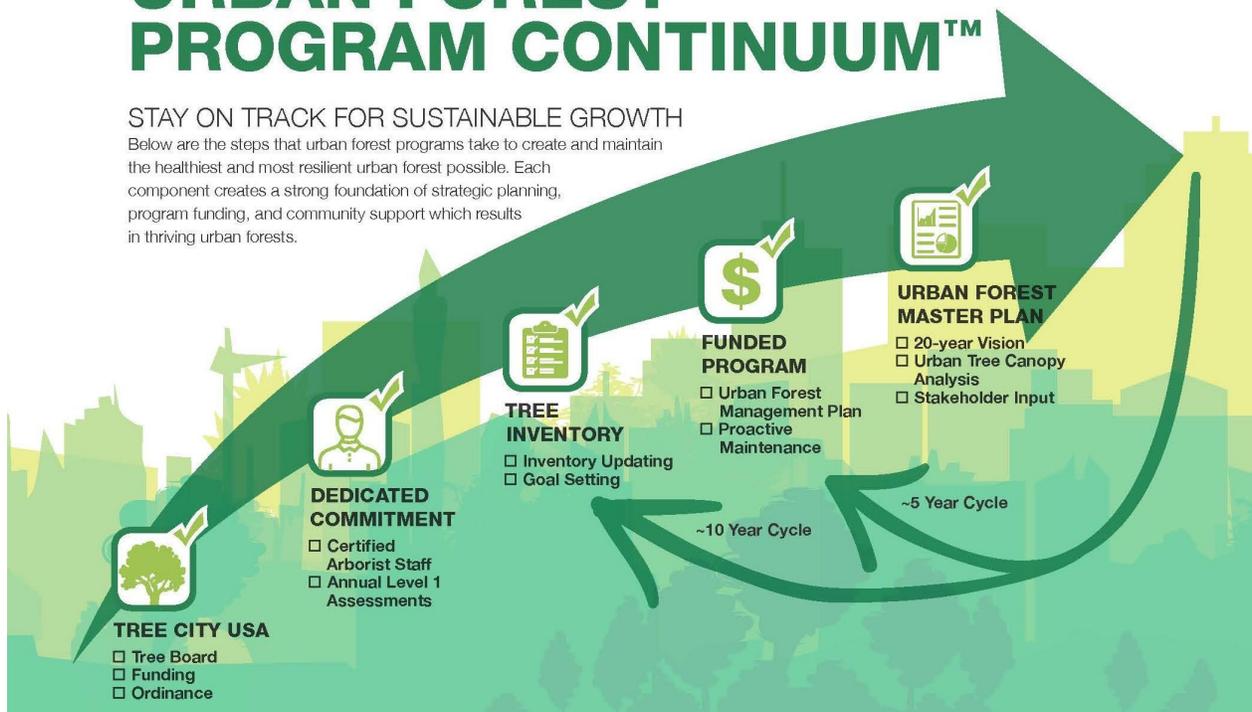
Davey is a trusted partner of the United States Department of Agriculture (USDA) Forest Service and the Arbor Day Foundation, and a long-time supporter of the ISA and its local chapters. Davey is a founding partner with the USDA Forest Service of the i-Tree software.

Davey staff helped to develop and revise the American National Standards Institute (ANSI) standards for arboriculture, including tree risk assessment, and drafted some of ISA's best management practices. Davey also works with the Tree Care Industry Association (TCIA), as safety is priority one for the Davey Company. Recently, DRG created the Urban Forest Program Continuum to help our clients gauge and grow their tree management programs.

URBAN FOREST PROGRAM CONTINUUM™

STAY ON TRACK FOR SUSTAINABLE GROWTH

Below are the steps that urban forest programs take to create and maintain the healthiest and most resilient urban forest possible. Each component creates a strong foundation of strategic planning, program funding, and community support which results in thriving urban forests.



Davey Resource Group has proven solutions to help the City of Douglas launch its program forward along the Urban Forest Continuum.



DRG's Focused Urban Forestry Services

TREE INVENTORY

Whether inventorying one tree or hundreds of thousands of trees, DRG tailors each inventory to meet your specific program needs and project budget.

TREEKEEPER® SOFTWARE



Developed, maintained, and supported by DRG's in-house IT professionals, TreeKeeper® is easy-to-use, web-based software used to manage, share, and update inventory data.

URBAN FOREST PLANNING



Whether the City of Douglas needs help managing the City's trees daily or reaching overarching goals for the urban forest, our team has the experience, tools, and ability to help Douglas achieve both its short- and long-term goals. DRG develops management and master plans as well as storm preparedness, tree protection, woodlot, and invasive species management plans.

GIS

With GIS specialists in-house, we can map the City's urban tree grow out, analyze the spatial distribution of available planting space, and predict the impact of threats to the tree canopy.

STAFFING

If the City of Douglas does not have an urban forester or needs help with program management or projects, DRG's experienced ISA Certified Arborists work on-call, perform project work, or work as part-time or full-time contract staff.



TREE BENEFITS

As a developer of i-Tree, DRG knows how to use i-Tree Tools to highlight the benefits of your trees.

Scope of Work

This project is an integral part of Douglas' comprehensive tree care program. The results of this project will help Douglas better understand the composition, structure, and maintenance needs of its urban forest, allocate resources, develop risk management strategies, and promote the ecosystem benefits the City's trees provide to the local community.

The proposed project has the following key components:

1. **Public Tree Inventory.** The project is a GIS-based inventory of street right of way, street tree easements, parks, trails, public facilities grounds, and other public property. This includes approximately 4,000 trees.
2. **Urban Forest Management Plan.** DRG uses Douglas' inventory data and industry standards and best management practices to develop a management plan upon completion of the inventory. This will include urban forest trends, species composition and condition, and other tree health aspects of the inventory that will affect tree management.

Project Approach

The following sections describe DRG’s overall approach, or methodology, for accomplishing the City’s scope of work. This section includes a plan of work for the tree inventory and explains the technologies we use to complete the inventory, and a description of our approach to a management plan. To illustrate the strength and experience of the DRG team, a few representative staff resumes, project examples, and references are in Appendices A and B, respectively.

DEDICATED TO SAFETY

Safety is the number one priority of DRG. To ensure the safety of DRG’s workers and those traveling nearby, DRG uses the following Personal Protective Equipment (PPE): ball caps (hard hats where required), high-visibility safety vests, safety glasses, and over-the-ankle boots. All employees adhere to company COVID policies as well as local and state guidelines.



Davey has provided Proven Solutions for a Growing World since 1880 and has been employee owned for 43 years.

Tree Inventory Work Plan

To ensure that the tree inventory meets the City's goals and deadlines, DRG uses the following work plan.

STEP 1. COMMUNICATION

From project beginning to end, DRG staff keep open lines of communication with the City of Douglas via telephone, e-mail, and, as needed, in-person meetings. DRG answers any questions Douglas has as well as keeps the City apprised of the project's progress.

STEP 2. CONTRACT PHASE

Once awarded the project, DRG executes a contract and supplies insurance per project specifications.

STEP 3. DATA MINING AND HARDWARE PROGRAMMING

The next step in the inventory process is to obtain the GIS data and imagery needed to set up the field computers used for data collection. DRG's urban foresters typically work with the City's GIS or planning department to complete this step. If necessary, we can get imagery from other public sources. DRG uses the data fields defined in this proposal and the imagery, maps, and data files obtained from the City and various sources to program the data collection software and field computers. At this time, we may contact you by phone to confirm the data attributes.

STEP 4. KICK-OFF MEETING

DRG staff will contact the City after contract execution to schedule a kick-off meeting. During the kick-off meeting, Douglas' staff and the DRG project team discuss inventory safety and communication procedures and confirm project expectations and milestones. If possible, DRG's urban foresters assess a few trees with City staff to ensure consistent assessment results.

STEP 5. DATA COLLECTION

DRG typically begins data collection after the kick-off meeting. Our experienced, qualified urban foresters locate trees, (planting sites, and stumps) along maintained street ROWs and in public parks and at public buildings as designated by the City, evaluate those trees and record the data specified by the City. The collected data, once finalized, are Douglas' tree inventory database.



Accessing Inventory Data

DRG supplies access to the tree inventory data during data collection. To access tree records, utilize TreeKeeper® to view and field check data and even to route and plan for tree work.

Location Accuracy

DRG uses field computers and equipment that meet or exceed this project's location accuracy requirements. Having worked on thousands of tree inventory projects, DRG has found that using a combination of GIS and a customized data collection program provides the most exact data and the most efficient means for inventorying

trees. DRG uses our in-house designed GIS software tool in conjunction with ruggedized computers with a GPS receiver to collect inventory data. Under favorable conditions, the equipment allows for sub-meter location accuracy of point data.

Individual Tree Inspection Process

During data collection, DRG's urban foresters walk by each tree and inspect the tree from the ground. Based on the conditions at the time of the inspection, DRG's staff identify the tree's species and its location, measure tree diameter, and rate its health. When data collection for an individual tree is complete, DRG's urban foresters walk to the next tree and follow the same steps, in the same order, to ensure consistent data collection.

DRG formally routes the collection of inventory data to ensure that staff collect all the sites in the project area in a systematic manner. Throughout the inventory process, DRG maps the streets, parks, and properties inventoried and shares that information with the City. DRG also informs the City of Douglas where staff intend to collect data next. DRG's urban foresters collect data Monday through Friday and often on weekends with our clients' permission.

Data Fields

For Douglas' inventory, DRG will collect the following data fields specified in the City's Request for Proposal (RFP) as defined in Appendix B of this proposal:

1. Address (street address and X and Y coordinates)
2. Park tree/Street tree
3. Species (common/latin)
4. Trunk Diameter
5. Multi-stem tree
6. Condition - Good, Fair, Poor, Dead
7. Primary Maintenance needs
8. Growing Space Type
9. Date of inventory

The data fields listed above give Douglas ample information to manage their trees, planting sites, and stumps proactively. However, if Douglas has specific needs that the above data fields do not address, such as tree roots lifting sidewalks or clearance concerns, contact DRG to customize the project's scope of work.

Planting Sites - Optional

When examining the state of Douglas' urban forest, it is essential to assess more than just the trees themselves. Species diversity is integral to the sustainability of an urban forest. Understanding your current stocking level and potential ability is crucial to short- and long-term planning. When assessing planting sites, we follow the mantra "Right Tree in the Right Place for the Right Reason". DRG will determine planting sites based on factors such as growing space, overhead utilities, and proximity to signs, lights, intersections, etc. Due to the nature of inventorying available planting sites, DRG recognizes the importance of understanding your goals and objectives for this tree inventory project. Based on your priorities, we recommend considering the following options:

1. **100% Inventory.** DRG will inventory all available planting sites during the tree inventory.
2. **Partial Planting Site Inventory.** DRG will prioritize and limit collection of the planting sites to keep the total number to approximately 25% of the total sites inventoried.
3. **Five-Year Planting Strategy.** Based on the current annual planting levels, DRG will locate five years of potential planting sites. For example, if the City plants 100 trees annually, then DRG will locate approximately 500 available sites. These sites can be a combination of small, medium, or large based on planting goals.

4. **Priority Areas (i.e., Environmental Justice Areas).** DRG will inventory available planting sites in predetermined areas during the tree inventory to facilitate improving canopy cover and diversity goals.

STEP 6. INVENTORY CLOSE-OUT

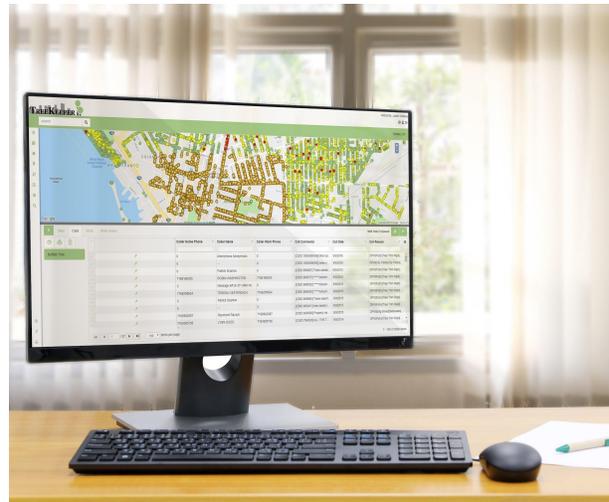
At the end of the inventory project, DRG supplies a one- to two-page project close-out report which spells out the number and types of sites collected, provides information about the species composition and diameter size class distribution, and shows the amount and type of maintenance recommended during the inventory. We provide the report in PDF format within four weeks of inventory completion.

Tree Inventory Data Delivery

DRG can deliver the data in any format that is desired by Douglas. Typically, during the inventory process, we utilize TreeKeeper, DRG's tree management software solution. You will be able to view our progress during the inventory and examine our collection process. However, we are also able to utilize other formats as well. This includes products such as Google Earth's KML, AutoCAD®, or i-Tree, or for a particular asset management software program like CityWorks, Hansen, or Cartegraph. Please contact DRG for more information about data formatting options and fees.

ABOUT TREEKEEPER

TreeKeeper® gives the city instant access to tree inventory data. Davey's TreeKeeper is available as a subscription service (SaaS) with three-year and five-year subscriptions available to fit the city's program's budget. TreeKeeper's pricing is "all in and upfront." There are no hidden fees or unexpected and expensive add-ons.

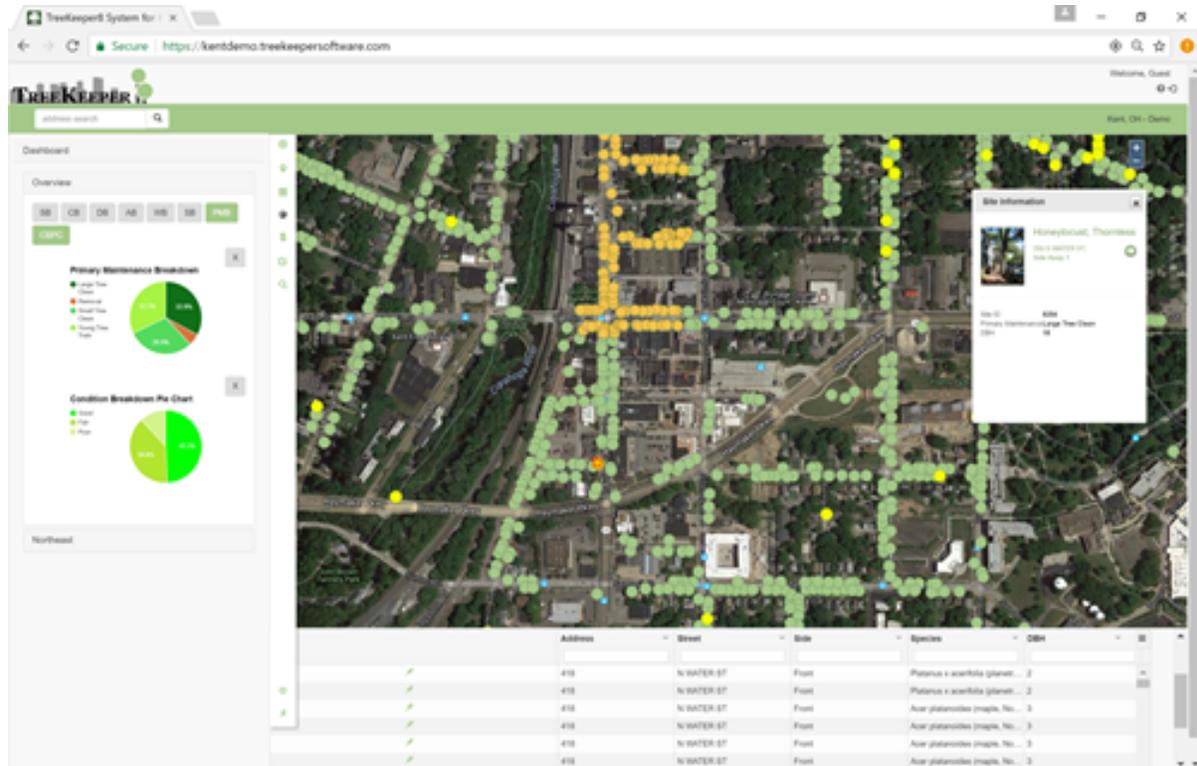


EASY TO USE

TreeKeeper's interactive work environment makes managing inventory data easy. The city can see and work with the tree inventory data through an interactive map and table. The map and table can be used independently or at the same time, giving you a totally custom work environment.

Another reason TreeKeeper is easy to use is that it is accessible by multiple people in separate locations at the same time. Any changes to the data, such as adding new sites, updating the information for an existing site, or running a report, are updated in real-time.

Knowing the benefits your trees provide is also easy. TreeKeeper automatically calculates the environmental benefits provided by trees. Air quality, carbon sequestration and storage, and stormwater benefits can be estimated for one tree, groups of trees, or for the entire population.



Using inventory data has never been easier. This screenshot of DRG’s TreeKeeper shows the dashboard, query, and the call-out box.

We have taken the liberty of providing pricing for TreeKeeper in this proposal. For more information on TreeKeeper, you can visit our website [here](#) and we can provide an online demo for the Douglas team as well.

Management Planning

The goal of DRG’s tree management plan is to help communities recognize priority and proactive tree management tasks, know the value of community trees, and project realistic, multi-year budgets. To develop a tree management plan, our experienced urban foresters analyze the tree inventory data, assessing the data to determine the composition, structure, and function of the tree population. Then, DRG uses the findings from the data analysis, along with industry standards, risk management goals, and best management practices, to report on the status of the urban forest and prioritize tree maintenance needs. DRG develops a multi-year maintenance schedule and cost spreadsheet, provided as an editable Excel™ spreadsheet, based on prioritized maintenance needs.

Plan Sections

- **Executive Summary:**

Provides an overview of the project and its findings.

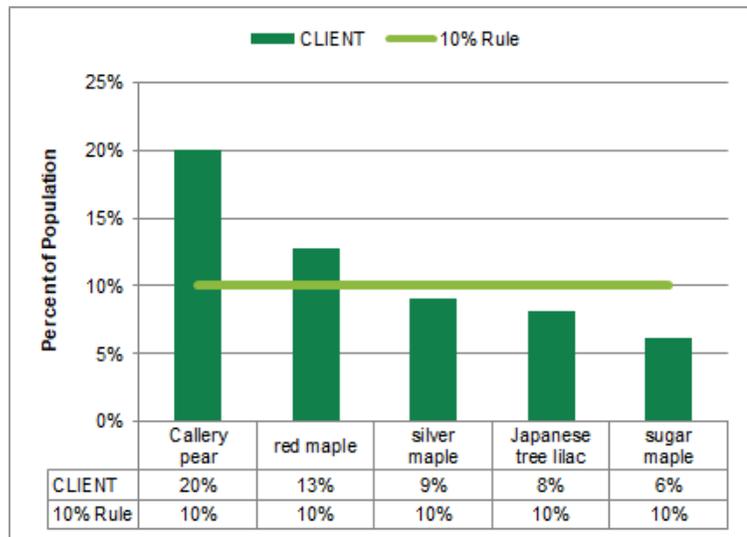
- **Introduction:** Describes the assignment, methods, and other relevant information.

- **Structure & Composition of Tree Resource:** Using charts and tables and insight from DRG’s experienced urban foresters, this section describes the composition, function, and structure of the urban forest, including its species diversity, diameter size class distribution, general

health, priority maintenance, and potential pest-related threats to trees. DRG also discusses trends, observations, and concerns found during the inventory or data analysis in this section.

- **Functions & Benefits of the Tree Resource:** Highlights the environmental, ecological, and economic benefits trees provide to the community.

- **Recommended Management of the Tree Resource:** Focuses on the tree maintenance tasks that will help the City mitigate risk within its urban forest, complete proactive maintenance cycles, and plant trees. Based on the inventory data, DRG’s experienced urban foresters classify the type of maintenance work needed, present the number of trees needing each specific type of care, and lay out a plan for carrying out the tree work over a multi-year period.

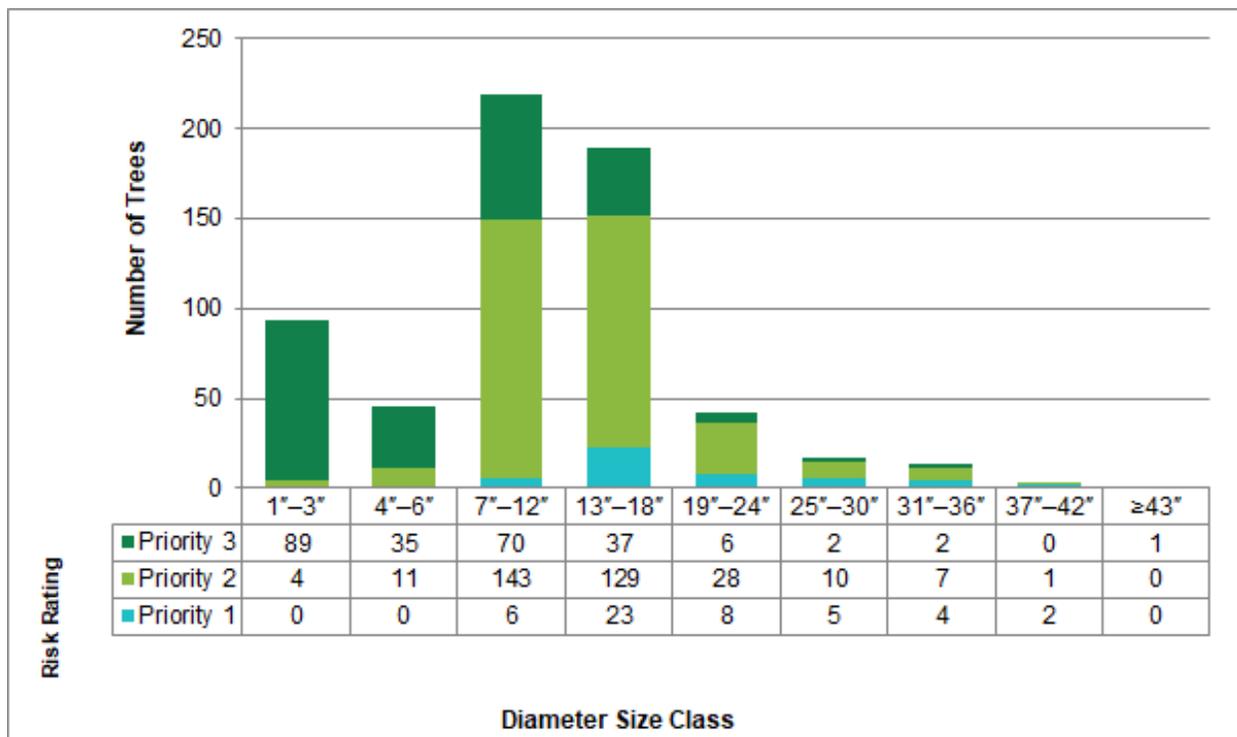


The tree management plan addresses trees that need immediate care, or priority tree work, and those trees needing periodic inspection and preventative pruning to improve tree structure and general health. The plan also addresses the number and size of available planting spaces if available planting sites are chosen as part of the inventory. In the plan, DRG groups tree maintenance tasks as follows:

- Priority tree removal
- Priority pruning
- Routine tree pruning cycle
- Structural pruning cycle
- Vacant planting space

To help project annual, long-term, or task-specific program budgets, DRG’s tree management plan includes a multi-year, editable Excel™ maintenance schedule and cost spreadsheet. The maintenance schedule approximates the cost to perform the recommended tree maintenance based on average industry unit rates to perform similar work. The format of the maintenance schedule and cost spreadsheet enables the City of Douglas to update individual tree maintenance costs as prices change and modify workloads based on the City’s completed work. This can be created to fit the requests of the RFP; 5 and 15 year maintenance schedules, and annual, 5-year and 15-year budgets for maintenance activities.

- **Invasive Insect or Disease Management Strategy:** In this section, potential threats to the City’s tree population will be identified. Fundamentals of an Integrated Pest Management program such as EAB will be explained, and strategies will be applied to existing pests. This section may also include information on wood utilization, and how to effectively monitor the community, improve public education, manage tree debris, reforest after an infestation, and work with stakeholders
- **Conclusion:** Summarizes the report, drawing inferences from the entire process about what has been found, or decided, and the impact of those findings or decisions.
- **Appendices:** Relevant appendices are provided.



Plan Add-Ons - Optional

While the information and recommendations in the Standard Tree Management Plan focus on inventory data analysis for proactive, cost-effective tree management, the City of Douglas may have particular issues or needs for further improving its tree care program.

For an additional fee, customized management plan sections (or separate reports) can be developed using the inventory data and other local, regional, and national sources of information and best management practices. Douglas may want to consider adding one or more of these topics to the Standard Tree Management Plan:

- **Operations Review:** Operational reviews evaluate many components of a community forestry program to make recommendations to increase effectiveness and efficiency through improvements in operational activities. Reviews provide summaries of existing conditions, identify gaps, and ultimately suggest goals, guidelines, and specific improvements that, once adopted, will help standardize and optimize community forestry program management and arboricultural practices.
- **Ordinance/Policy Review:** Douglas' tree ordinance and primary policies, specifications, and other guidelines relating to public tree management will be reviewed by DRG's Certified Arborists/Municipal Specialists. A summary of findings will be made, as well as recommended changes or additions that will strengthen the policies so that they are consistent with current industry standards and practices, can address particular needs, and will meet community goals. If needed, new ordinances, specifications, and policies can be drafted as an extension of this service.
- **Invasive Insect or Disease Management Strategy:** In this section, potential threats to the City's tree population will be identified. Fundamentals of an Integrated Pest Management such as EAB program will be explained, and strategies will be applied to existing pests. This section may also include information on wood utilization, and how to effectively monitor the community, improve public education, manage tree debris, reforest after an infestation, and work with stakeholders.
- **Waste Wood Utilization Plan:** Efficient utilization of waste wood can reduce costs for a community. Local needs and opportunities define the best management of this resource. An analysis of existing and future wood waste will be calculated. Based on the findings of the wood waste analysis, recommendations will be made to best utilize urban wood based on local resources and abilities.
- **Detailed Planting Plan:** A sustainable community forest must be diverse, vigorous, and properly stocked. This goal is often accomplished by having a planting plan. A planting plan will inform and advise tree managers and other stakeholders on the overall capacity for new trees where tree canopy should be expanded, species diversity measures improved, and the best planting techniques utilized. From the inventory data, a detailed statistical analysis of planting sites (including type, dimensions, and quantity) can be produced. The plan will also include a discussion on urban forest diversity issues, species selection, design methods, a detailed recommended species list, a tree planting worksheet, and recommendations for proper planting techniques and new tree maintenance tasks. Local needs and environmental justice will inform the planting plan.
- **Urban Tree Canopy:** This section will either estimate canopy cover using i-Tree Canopy or pre-existing Urban Tree Canopy analysis data. The section will discuss total community tree canopy, benefits provided, and compare canopy levels to similar communities in the Northeast. It will establish the value of measuring tree canopy and its implications and will provide a brief overview of establishing canopy goals and their role in urban forest management.
- **Storm Preparedness Plan:** A Storm Response and Recovery Plan is a practical document that details policies and procedures to increase the efficiency and productivity of tree risk reduction and storm response operations. The Storm Response and Recovery Plan will address many components of the community forestry program, the City's emergency storm response system, and the role of the local, county, state, and federal government. Recommendations will range from overall management objectives to specific operational details, and from long-term management objectives to short-term program priorities.
- **Funding Analysis:** A proactive and successful tree management program requires sufficient funding to accomplish priority work and to address other responsibilities, such as code enforcement, public education, and infrastructure project support. In this section, the current funding level and source(s) will be discussed and compared to the projected costs of completing tree pruning, removal, and planting tasks identified by the inventory. The funding needed for additional tree management program services or objectives, such as public outreach, new equipment purchases, and improved computer technology, can also be analyzed. The section will discuss

budget shortfalls, offer options for additional revenue streams, and explain why proper tree management is a prudent and profitable investment strategy for Douglas.

- **Public Relations Plan:** Citizens are truly the owners of the public forest; they literally own the majority of trees within the City limits found on private property. As such, community forest managers must take action to be leaders in public outreach and education. Having a strong public relations plan, along with the tools to make an impact, will help achieve communication goals. DRG will review current and potential partnerships for community engagement and citizen involvement opportunities. Suggestions will be provided for specific outreach projects, and fundamental public relations tools will be delivered.
- **Training:** Basic training of responsible staff by DRG experts that will guide all those involved in the ongoing maintenance of the i-Tree Inventory and implementation of the management plan. Follow-up by DRG in the second or third year is also a grant-funded option to ensure positive long-term support.
- **Stakeholder Meetings:** DRG can participate, lead, and/or otherwise facilitate stakeholder meetings for public education and outreach. In addition to our standard management plan sections, DRG can include additional customizable sections.

Project Schedule, Tasks, and Deliverables

The following project schedule lists key tasks along with expected completion dates and deliverables.

Project Schedule (weeks)							
Task	1	2	3	4	5	6-9	Result/Deliverable
Award							Insurance, contract
Data Mining and Field Computer Set-Up							Obtain basemaps and GIS data/ program software and hardware
Kick-off Meeting							Meeting summary as needed
Inventory Data Collection and QA/QC							Inventory of 4,000 sites; ongoing field checks; weekly e-mail updates
Inventory Data Delivery							Inventory data in Cartegraph
Tree Management Plan							Data analysis, summary, and recommendations

Quality Control and Assurance

WE TAKE YOUR DATA SERIOUSLY

From the project’s start to its finish, DRG focuses on the experience the City has working with DRG and the quality of the project’s deliverables. To ensure a good working relationship throughout the project, DRG collaborates with the City early on to schedule fieldwork and meetings at mutually agreeable times and determine protocols for addressing questions and concerns that arise during data collection. DRG’s staff also stay in contact with the City’s staff during all phases of the project to keep the City informed of the project’s status. The following is an example of an inventory progress update, e-mailed on a set schedule such as weekly or bi-weekly, from DRG’s urban forester to the client.

INVENTORY PROGRESS UPDATE E-MAIL

Dear Valued Client:

Below is a recap of last week’s inventory progress. So far, we have inventoried 3,161 sites. The map (right) shows our progress in Zone C. We also had a chance to do some in-the-field quality assurance last week (bottom). We audited 1% of the data collected last week and found no critical errors.



We expect to wrap up data collection later this week. We predict that the remaining streets will have the same tree density, although the road running along the train tracks in the northeast may have slightly more trees. In all, we think that the total site count will be close to the pre-project estimate of 3,800 sites. We will keep everyone apprised if this expectation changes.

Katie will be on the ground this week, and Pete may come out to help with collection. If needed, they can be available for an in-person closing meeting. Otherwise, we can include the final site count and notes in a close-out e-mail.

As far as data delivery, we expect it will take a few days for GIS quality control checks after data collection is complete. We will follow up with an e-mail when your final inventory dataset is available in TreeKeeper®. If you have any questions or concerns, please reach out to me.

Thanks, Your DRG Urban Forester

Inventory Statistics				
Site Count to Date		Percent Complete	Estimated Total Site Count	
3,161		83%	3,800	
Quality Assurance				
Overall Critical Error Score	Target Critical Score	Overall Non-Critical Error Score	Target Non-Critical Score	Percent Audited
100%	98%	98.7%	95%	1%

In addition to providing an excellent client experience and thorough communication, DRG takes measures to ensure the delivery of the entire scope of work. DRG's business development staff review the project's scope and provide a data specification, based on the project's contract, to DRG's in-house development team. DRG's development team consists of the inventory's project manager, Gail Nozal, and GIS and IT specialists. Gail Nozal reviews the scope of work again to ensure that the data fields and input codes match Douglas' specifications. Once Gail Nozal approves the data specification, then DRG's GIS and IT staff program the field computers for data collection. Before the kick-off meeting, Gail Nozal checks the field computers to make sure the computers are set up correctly and work properly. At the kick-off meeting, DRG reviews the project's work plan with the City, answers questions, and ensures that Douglas and DRG's urban foresters are on the same page concerning the project's expectations.

Quality control and assurance continues during data collection. DRG's project manager and urban foresters use hot and cold data checks during fieldwork and encourage the City to do so as well. DRG regularly updates Douglas on the project's status and makes the City aware of any situations that may need immediate attention. At the end of the project, DRG's IT specialists run computer diagnostics on the inventory data to make sure the data is clean. Finally, DRG answers any questions the City has about the data and our TreeKeeper® software and verifies Douglas' satisfaction with DRG's work.

Client Responsibilities

1. Provide DRG with imagery, maps, and data files. Our request may include the following: digital orthophotographs, available GIS data layers, other electronic or paper copies of maps for roads, pavement widths, right-of-way widths, boundaries and utilities, and an electronic file or printed list of street names and endpoints.
2. Provide daily contact information and directions during the inventory project.
3. Provide a copy of any existing tree inventory databases.
4. Coordinate and host a kick-off meeting before the start of fieldwork.
5. By accepting this proposal, the City of Douglas accepts DRG's Terms and Conditions and Limited Warranty (listed after the Authorization to Proceed page below) and agrees that, upon award, this proposal and its attachments will be made a part of the Agreement.

Project Pricing

Task	Price
GIS Based Tree Inventory: Cost Per Tree up to 4,000 trees	\$27,365.00
Any additional trees over 4,000	\$6.84 per tree
Urban Forest Management Plan Development:	\$6,500.00

TREEKEEPER® SOFTWARE SUBSCRIPTION

DRG locks in the renewal fee at the prices listed below if the subscription does not lapse.

- Annually: **\$3,600/yr**

ADDITIONAL TREEKEEPER® SERVICES

- Custom TreeKeeper® Training: **\$750 web/\$1,800 on site**
- One Year of Premium Support: **\$1,500**
- Custom TreeKeeper® Training and One Year of Unlimited Telephone Support: **\$2,800**

This proposal is valid for 90 days, after which we reserve the right to amend fees as needed.

AUTHORIZATION TO PROCEED

The above prices and terms and conditions and warranty are hereby accepted. I am authorized to bind the City and authorize Davey Resource Group, Inc. to perform the specified work. I am familiar with and agree to the terms and conditions appended to this proposal. I understand that once accepted this proposal constitutes a binding contract. This proposal is based on an estimated number of trees/sites to be inventoried. Davey Resource Group, Inc. reserves the right to renegotiate the price based on the timing of the award, scheduling of fieldwork, the final methodology chosen by the client, and availability, completeness, and quality of maps and GIS information.

Tree Inventory and Planning

Description of Service	Contract Type	Price
Task 1: GIS Inventory (up to 4,000 trees)	Firm-Fixed Price ▾	\$24,868.00
Task 1 Additional: Any tree over 4,000	Firm-Fixed Unit Price ▾	\$6.22 per tree
Task 2: UF Management Plan	Firm-Fixed Price ▾	\$6,500.00
Project Total		\$31,368.00

By signing this form, I do hereby acknowledge acceptance of the scope of work and associated fee, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed effective the date of my signature and denotes that I am an authorized representative of the Client with authority to authorize and bind my company.

City of Douglas

Client Representative:

Authorizing Signature: _____

Title:

Date:

Phone Number:

Email:

Davey Resource Group, Inc.

DRG Project Representative:

Title:

Date:

TERMS AND CONDITIONS

- All pricing is valid for 90 days from the date of this proposal, after which time we reserve the right to amend fees as needed.
- Time and materials (T&M) estimates will be billed using the labor rates in DRG's current commercial price list. Fixed Fee Contract Prices will be billed in monthly increments for the percentage of work completed in the billing period. Firm-Fixed Unit Prices will be billed in monthly increments for the number of completed units in the billing period.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.

LIMITED WARRANTY

Davey Resource Group, Inc. ("DRG") provides this limited warranty ("Limited Warranty") in connection with the provision of services by DRG (collectively the "Services") under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Agreement").

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the "Warranty Period"), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation (“Observational Data”) of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, “Subjects”), the Observational Data will pertain only to the specific point in time it is collected (the “Time of Collection”). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, “Changes”]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. When performing tree inventories or assessments, DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG’s guidance on your permitting and license requirements, DRG’s guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, “Source Information”). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. **This remedy will be your sole and exclusive remedy and DRG’s entire liability for any breach of this Limited Warranty.** You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

Appendix A: Experienced Staff

DRG may assign the following team members to the City of Douglas' project. Their experiences and credentials prove that they have the qualifications needed to work for the City.

Lianna Walsh | Site Manager

Lianna Walsh has been with DRG since 2018. Currently, she is a senior site manager working on tree collection programs throughout the Western United States. She is currently working on the Denver re-inventory project. She has also completed projects with Cherry Hills School District, Denver Tech Center, and supported inventory projects in Los Angeles and San Diego.

As an urban forester, Lianna is responsible for collecting tree attributes such as species, risk rating, condition, canopy height and diameter, critical root zone area, recommended maintenance, and insect and/or disease detection. As a site manager, Lianna's duties include planning and leading the workday for the field staff, updating clients on the work progression, conducting safety meetings with the staff, and performing data and field quality control.

Lianna previously performed data quality control and worked as an inventory arborist on the Asian Longhorned Beetle (ALB) project in Brooklyn, New York. As data quality control, Lianna checked and corrected each day's inventory data produced by the field staff on the identification, data collection, ground survey of ALB host species, and distinguishing signs of ALB from other signs of pest or human-inflicted damage. Lianna collected tree, surveyor, and site data via the Davey-developed software, Rover. Communication with the public was an important part of this position as she communicated with property owners for access to private trees throughout Brooklyn.

Lianna has a Bachelor's degree in Biology from Stony Brook University and is a Certified Arborist (#NY-6427A) through the International Society of Arboriculture. She has completed her ISA Tree Risk Assessment Qualification (TRAQ).

Bill Hunt | Inventory Arborist

Bill Hunt is an inventory and consulting arborist with the Davey Resource Group. He is currently working on the Denver re-inventory project. He has also supported other inventory projects in the western region. He began his career with Davey working on the Asian Longhorned Beetle eradication project in the Northeastern US. From there, Bill became a traveling inventory arborist, working on tree inventories for municipalities, large and small throughout the midwest and east coast. On these projects, he became progressively more responsible for work tracking, project progress, and quality control. During this time with Davey, Bill completed a significant number of inventories in communities throughout Missouri that were funded by grants. With those projects, he developed a strong sense of client service, being the Davey representative on the ground during those inventories. Bill left Davey and spent time being a utility forester on a large system in Ohio and Indiana. He was a work planner, completing notifications and communication to utility customers. Again, he spent a good deal of time being the interface between the utility and the property owners honing his customer communication skills.

Bill recently returned to DRG to continue his career as an inventory and consulting arborist. Bill is an ISA Certified Arborist (OH-6845A) with a TRAQ qualification. He holds a BS in Biology from the University of Cincinnati.

Maegan Blansett | Associate Consultant and Inventory Arborist

Maegan Blansett is a consultant and an inventory arborist and joined Davey Resource Group, (DRG) in 2022. Currently, she is working on the Denver re-inventory project. She has also contributed to the Edgewater Urban Forest Strategic Plan and the Edmond Canopy Study; both of these projects as an urban forestry consultant. She has worked with communities throughout the US to develop their urban forest resources and she is well-versed in the full process of producing urban tree canopy assessments and reporting, including identifying client goals to data preparation and analysis to designing and presenting a final report of the findings. Maegan utilizes her experience to develop creative and informative assessments and reports for a wide variety of clients. Prior to joining DRG, Maegan worked with another urban forestry firm, where she contributed to the full process of producing urban tree canopy assessments and the subsequent planning documents, and assisted leadership with general task management; training; and oversight. She also completed inventory work for many communities. She was instrumental in developing the urban forest master plan for Colorado Springs. Prior to working as an urban forestry consultant, Maegan was an oak health monitoring specialist, where she recruited, trained, and managed volunteers and conducted surveys and assessed their results as a team leader for the 2015 Street Tree Census for NYC Parks.

Maegan holds a BA in Geography from University of California, Berkeley and an MS in Environmental Science and Management from University of California, Santa Barbara. She is a Certified Arborist with the ISA. In addition to her professional endeavors, Maegan is also dedicated to volunteering and community involvement, and actively volunteers with the Arbor Day Foundation and Denver Digs Trees.

Appendix B: Inventory Data Fields

1. **Address/Location:** DRG identifies the location of each tree and planting site by the following attributes.
 - a. *Address.* House address.
 - b. *On Street.* The street where the tree is physically found.
 - c. *Side.* The side of the house on which the tree stands in relation to the physical address.
 - d. X and Y coordinates in the desired format.
 - e. *Park Name.* The name of the park.
2. **Species:** DRG names trees by genus and species using both botanical (latin) and common names, and by cultivars where appropriate.
3. **Tree Size:** DRG's urban foresters measure the diameter to the nearest inch in 1-inch size classes at 4½ feet above the ground, or diameter at breast height (DBH).
4. **Tree Height:** Estimated within 10 feet.
5. **Multi-Stem Tree:** DRG notes if a tree has multiple stems on trunks splitting less than 1 foot above ground level.
6. **Condition:** Staff consider signs of stress, poor structure, mechanical damage, soil and root problems, disease, and pests in the assessment of tree condition.
 - a. *Good.* A good tree shows no significant problems.
 - b. *Fair.* A fair tree has minor problems that may be corrected with time or corrective action.
 - c. *Poor.* A poor tree has significant problems that are irrecoverable.
 - d. *Dead.* A dead tree shows no sign of life.
7. **Primary Maintenance:** DRG assigns one of the following maintenance needs:
 - a. *Remove*—Trees recommended for removal have defects that cannot be practically or cost-effectively treated. Most trees in this category have a sizable percentage of dead crown.
 - b. *Prune*—Removal of one or more limbs to reduce risk, provide clearance, and restore the tree.
 - c. *Train*—Pruning of young or medium-aged trees to improve tree and branch architecture.
 - d. *Plant*—During the inventory, vacant planting sites are identified as Vacant Site Small, Vacant Site Medium, and Vacant Site Large (implying mature tree size), depending on the growing space available and the presence of overhead wires. Lacking local code definitions, planting sites are determined based on standard specifications included in accepted technical journals and by the arboriculture industry.
8. **General Observations:** DRG identifies the conditions which indicate the presence of structural defects recording only the most significant condition and limit conditions to the following:
 - a. Dead and dying branches
 - b. Broken and/or hanging branches
 - c. Branch attachment (adventitious, codominant, multiple, overextended)
 - d. Trunk condition (canker, bulges, ridges)
 - e. Cracks
 - f. Decay or cavity (large trunk wound)
 - g. Tree architecture (lean, bows, taper, live crown ratio)
 - h. Root problem (dead, decayed, missing, abnormal, girdling, lack of flare)
9. **Date of Inventory:** The date the DRG urban forester collected the data.

Appendix C: DRG Contract

SERVICES AGREEMENT

This Services Agreement (this “Agreement”), dated as of _____, 20__ (the “Effective Date”), is entered into by and between **DAVEY RESOURCE GROUP, INC.**, with offices located at 295 S. Water Street, Kent, Ohio 44240 (“Davey”), and [**CUSTOMER NAME**], with offices located at _____ (“Customer”).

RECITALS

- A. Davey is a leading provider of a full range of natural resource and utility consulting services.
- B. Customer desires to retain Davey to perform certain services, and Davey desires to perform the services for Customer, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set out in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Exclusive Terms and Conditions. The parties intend for this Agreement, together with Exhibit A, to exclusively govern and control each of the parties’ respective rights and obligations regarding the Services (as defined below). Without limiting the foregoing, any additional or different terms contained in any purchase order or other request or communication from Customer pertaining to the Services, or any attempt by Customer to modify, supersede, supplement, or otherwise alter this Agreement, will not modify this Agreement nor be binding on the parties.

2. Services. Customer hereby retains Davey to perform the services set out in Exhibit A (the “Services”). Davey shall furnish all labor, materials, tools, equipment, and competent supervision necessary to complete the Services. Davey will perform the Services in accordance with the specifications set forth on Exhibit A (the “Specifications”).

3. Fees and Expenses.

3.1 As consideration for the performance of the Services, Customer shall pay to Davey the fees set forth on Exhibit A (the “Fees”). Customer shall pay the Fees to Davey within 30 days after receipt of each invoice from Davey (“Invoice”). Additional Services, and their related fees, may be added to Exhibit A from time to time upon terms mutually agreed upon by the parties.

3.2 To the greatest extent permitted by law, any Invoice not paid in full within 30 days of the Invoice date is subject to a late fee in the amount of 1.5% of the unpaid Invoice balance per month until the invoice is paid in full (“Late Fee”). Customer understands and agrees that the Late Fee reasonably represents Davey’s damage and loss resulting from late payments. In addition, Customer agrees to pay interest on any unpaid invoice amount at the maximum rate allowed by law. The payment to and acceptance by Davey of a Late Fee or interest will not constitute a waiver by Davey of Customer’s default with respect to any overdue amounts, nor prevent Davey from exercising any of the other rights and remedies granted at law or equity.

Davey reserves the right to use any and all means of collection available under applicable law to collect any amount past due. If Davey initiates litigation or other collection action against Customer to recover any amount, Customer shall pay all litigation and collection costs and expenses, including reasonable attorneys' fees and expert witness fees, incurred by Davey in connection with such litigation or collection act.

3.3 Upon Customer's request, prior to the final payment, Davey will deliver evidence that all of Davey's indebtedness in connection with the Services has been satisfied. Acceptance of final payment will not be deemed a release or waiver of any claims by Davey under this Agreement.

4. Timing. Davey will perform the Services in accordance with a schedule mutually agreed upon by the parties. Davey will promptly respond to Customer's inquiries and reasonable requests during the Term (as defined below).

5. Limited Warranty. For a period of 90 days from the date Services are performed (the "Warranty Period"), Davey warrants to Customer that the Services will be performed in a timely, professional, and workmanlike manner by qualified personnel (the "Limited Warranty"). If it is determined that Davey has breached the Limited Warranty, Davey will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. **This remedy will be Customer's sole and exclusive remedy and Davey's entire liability for any breach of the Limited Warranty.** To the greatest extent permitted by law, except for the Limited Warranty, Davey makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

6. Authority to Grant Access to Job Site. Customer represents and warrants that Customer has full authority and the legal right to authorize and grant access, and does hereby authorize and grant access, to Davey to enter the job site, including all streets, sidewalks, and all surrounding property or areas necessary to gain access to or remove material from the job site. Customer understands and agrees that Davey has relied upon such representation and warranty to perform its services under this Agreement.

7. Source Materials. Customer will furnish to Davey all source materials, system diagrams, circuit diagrams, databases, and maps related to Customer's facilities that are necessary for Davey's performance of the Services ("Customer Source Materials"). Davey disclaims any liability for errors, omissions, or inaccuracies contained in or resulting from Customer Source Materials or information obtained from any third party or publicly available source.

8. Service Reports. Upon Customer's request during the Term, Davey will provide service reports in form and manner reasonably acceptable to Customer.

9. Compliance with Laws. Davey will perform the Services in compliance with applicable laws, regulations, and ordinances. Davey will maintain in effect during the Term all licenses, permissions, authorizations, consents, and permits required to perform the Services.

10. Independent Contractor. It is understood and acknowledged that in providing the Services, Davey acts in the capacity of an independent contractor and not as an employee or agent of the Customer. Davey will control the conditions, time, details, and means by which Davey performs the

Services. Neither party will have the authority to commit the other party or bind the other party to any obligation or liability or to act for or on behalf of the other party.

11. Confidentiality. All non-public, confidential, or proprietary information (collectively, “Confidential Information”), including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by Receiving Party, and whether or not marked, designated, or otherwise identified as “confidential,” in connection with this Agreement is confidential, solely for Receiving Party’s use in performing this Agreement or exercising its rights under this Agreement and may not be disclosed or copied unless authorized by Disclosing Party in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party’s breach of this Agreement; (b) is obtained by Receiving Party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) Receiving Party establishes by documentary evidence, was in Receiving Party’s possession prior to Disclosing Party’s disclosure; or (d) was independently developed by Receiving Party without referencing or using any Confidential Information. Upon termination or expiration of this Agreement, or at any time upon Disclosing Party’s request, Receiving Party shall promptly return all documents and other materials received from Disclosing Party, and destroy or erase all other documents and electronic files containing Confidential Information and certify that such documents and information have been destroyed or erased. Notwithstanding the foregoing, Receiving Party may retain a copy of Confidential Information in connection with its legal document retention policies, and any Confidential Information retained will remain subject to the obligations in this Section. Receiving Party will be liable for any breach of this Section by any of its employees or agents. Disclosing Party will be entitled to injunctive relief for any violation of this Section, without any requirement to post a bond or other security.

12. Indemnification.

12.1 Each party (the “Indemnifying Party”) shall indemnify, defend, and hold harmless the other party, and its officers, directors, employees, agents, representatives, successors, and assigns, (collectively, the “Indemnified Party”), from and against any and all claims, suits, actions, causes of action, and proceedings and any and all related liabilities, losses, damages, costs, and expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, “Losses”) asserted against or incurred by the Indemnified Party if and to the extent caused by the Indemnifying Party’s material breach of any term or provision of this Agreement or the negligence or willful misconduct of the Indemnifying Party, or its employees, representatives, or contractors. If and to the extent that Losses are caused by the joint conduct of the parties, then a party’s duty of indemnification shall be in proportion to that party’s contribution to the cause of such Losses.

12.2 Notwithstanding anything contained in this Agreement to the contrary, Customer shall indemnify, defend, and hold harmless Davey, and its affiliates, and their respective officers, directors, employees, agents, representatives, successors, and assigns, from and against any and all Losses arising from or related to this Agreement that are in excess of the Liability Cap (as defined below).

12.3 The indemnification obligation of the parties under this Section are contingent upon the Indemnified Party: (i) notifying the Indemnifying Party promptly of the claim and giving that

party the exclusive right to control and direct the investigation, preparation, and settlement of the claim; and (ii) giving the Indemnifying Party, at the expense of the Indemnified Party, reasonable cooperation; provided, however, that the failure of the Indemnified Party to promptly give the Indemnifying Party notice shall affect that party's obligation to indemnify only to the extent the rights of that party are materially prejudiced by such failure, and further provided that the Indemnified Party may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

12.4 This Section 12 shall survive the completion of the applicable Services for a period of one (1) year.

13. Limitation of Liability.

13.1 Notwithstanding anything to the contrary in this Agreement, to the greatest extent permitted by law, in no event shall either party be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues or diminution in value, arising out of, or relating to, this Agreement or in connection with any breach under this Agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not the party was advised of the possibility of such damages, (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and (d) the failure of any agreed or other remedy of its essential purpose. To the greatest extent permitted by law, in no event shall Davey's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), indemnification obligations, or otherwise, exceed the applicable insurance limits set forth in Section 15 (the "Liability Cap").

13.2 Notwithstanding anything to the contrary in this Agreement, to the extent the Services involve the evaluation or documentation ("Observational Data") of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, "Subjects"), the Observational Data will pertain only to the specific point in time it is collected (the "Time of Collection"). Davey will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection, including, but not limited to, decay or damage by the elements, persons or implements, insect infestation, deterioration, or acts of God or nature or otherwise (collectively, "Changes"), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. Davey will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition. To the extent Customer requests Davey's guidance on Customer's permitting and license requirements, Davey's guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state, or local law, code, or regulation. Davey may review information provided by or on behalf of Customer, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews

(collectively, “Source Information”). Davey assumes the genuineness of all Source Information. Davey disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

14. Release of Claims Relating to Job Site Conditions. Customer hereby releases Davey from any and all claims of any kind, including claims for personal injury, death, and property damages, arising from or relating to any condition of the job site or any hazard on the job site that existed prior to the execution of this Agreement or was caused by a party not controlled by Davey, whether known or unknown.

15. Insurance. Davey, at its own expense, shall maintain during the progress of any services performed pursuant to this Agreement the following minimum limits of insurance: (a) Workers’ Compensation Insurance in at least the minimum amount required by and in compliance with the laws of the State where the services are to be performed; (b) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Automobile Liability Insurance covering owned, non-owned, and hired vehicles used by Davey in connection with the services in an amount not less than \$1,000,000 per accident combined single limit, \$1,000,000 aggregate.

16. Term. This Agreement shall commence as of the Effective Date and shall continue in effect until the completion of the Services, unless sooner terminated pursuant to Section 17 (the “Term”).

17. Termination.

17.1 Either party may terminate this Agreement for convenience effective upon 30 days’ prior written notice to the other party.

17.2 In the event of a material increase in labor costs occurring during the performance of this Agreement through no fault of Davey, Davey may at its option terminate this Agreement, attempt to re-negotiate the Fees, or request an equitable adjustment to the Fees. A change in labor costs shall be considered material when the labor costs increase by more than 3% during the term of this Agreement.

17.3 Either Party may terminate this Agreement, effective upon written notice to the other Party (the “Defaulting Party”), if the Defaulting Party: (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 15 days after receipt of written notice of the breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven days or is not dismissed or vacated within 30 days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

17.4 Upon the expiration or termination of this Agreement for any reason, Customer shall pay Davey for all work performed, and reimburse Davey for all non-cancellable costs properly incurred by Davey in connection with the Services, up to the date of expiration or termination, as applicable.

18. Survival. Termination or expiration of this Agreement does not affect any rights or obligations under this Agreement that by their nature or intent survive the termination or expiration of this Agreement.

19. Force Majeure. Notwithstanding anything to the contrary in this Agreement, Davey shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, if Davey's failure or delay is caused by or results from any of the following events: acts of God, flood, fire, earthquake, hurricane, epidemic, explosion, war, invasion, hostilities, terrorist threats or acts, riot, government order or law, embargoes, blockades, or other similar events beyond the reasonable control of Davey.

20. Further Assurances. Each party shall use commercially reasonable efforts to, from time to time at the request of the other party, furnish the other party the further information or assurances, execute and deliver such additional documents, instruments, and conveyances, and take other actions and do other things, as may be reasonably necessary or appropriate to carry out the provisions of this Agreement and give effect to the transactions contemplated by this Agreement.

21. Assignment. Customer shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Davey. Any purported assignment or transfer in violation of this Section shall be null and void. No assignment or transfer shall relieve Customer of any of its obligations under this Agreement.

22. Severability. The invalidity, illegality, or unenforceability of any provision in this Agreement does not affect any other provision in this Agreement or the validity, legality, or enforceability of such provision in any other jurisdiction.

23. Waivers. No waiver by either party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by either party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.

24. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement shall be in writing and shall be deemed to have been given: (a) when delivered by hand; (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth in this Agreement (or to such other address that may be designated by a party from time to time in accordance with this Section).

25. Entire Agreement; Amendments. This Agreement, together with Exhibit A, constitutes the entire agreement between the parties and supersedes all other communications, oral and written, between the parties relating to the subject matter of this Agreement. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by both parties.

26. Choice of Law and Forum. This Agreement will be governed by and construed in accordance with the internal laws of the State of Ohio, without giving effect to any choice or conflict of law

provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Ohio. Any legal suit, action or proceeding arising out of or related to the Services or this Agreement, or the matters contemplated under this Agreement, shall be instituted exclusively in the state courts located in Portage County, Ohio, or the United States District Court for the Northern District of Ohio, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or inconvenient forum.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

DAVEY RESOURCE GROUP, INC.

Signature: _____

Printed Name: _____

Title: _____

[*CUSTOMER NAME*]

Signature: _____

Printed Name: _____

Title: _____

Exhibit A

Services and Fees

[For each Service provide: (1) detailed description, (2) required timeframe, (3) accuracy standards (if applicable), (4) associated Fees, and (5) any other relevant factual information regarding the Service.]