

Corporate Headquarters 295 South Water Street, Suite 300 Kent, OH 44240 800-828-8312

> **Local Office** 3507 Zinnia Dr Columbia, MO 65202 660-287-5773

January 2023 Dave Dittmer Natural Resource Supervisor City of Columbia, MO

RE: City of Columbia, MO: Downtown Tree Inventory Project

Dear Dave,

Thank you for contacting Davey Resource Group, Inc. "DRG" regarding a tree inventory of The City of Columbia's downtown tree resources. In support of your objectives to apply for a community cost-share grant to assist in the funding for the tree inventory, DRG is pleased to offer an inventory of up to 450 trees for a \$4,400 lump sum. Through DRG and our dedicated team of arboricultural specialists, you will be assured of quality arborist services and professional assessments to help you achieve your long-term goals.

Tree Inventory

DRG International Society of Arboriculture (ISA) Certified Arborists will inventory all trees as directed within the scope of this project. All data will be collected using appropriate software, specific to this project, and will be delivered in a format as directed by the City (shapefiles and Excel database).

Experience and Expertise

Davey Resource Group, Inc is the arboricultural and horticultural consulting subsidiary of The Davey Tree Expert Company. With extensive experience assisting private and commercial properties and other entities including municipalities and utilities, we work with asset managers around the country and provide customized solutions to managing and tracking vital environmental assets. Our urban forestry services have provided clients nationwide with the ability to accurately and sustainably manage their critical 'green' infrastructure.

The DRG team is devoted to providing excellent customer service through our technical expertise and passion for innovative solutions. We recognize that our success depends on meeting your needs and we are excited about the opportunity to collaborate with you on your project. Please feel free to contact me with any questions.

Sincerely,

Jacob M'Min

Jacob McMains, *Area Manager* ISA Certified Arborist, MW-5328 Davey Resource Group, Inc. www.daveyresourcegroup.com

Project Pricing and Details

Columbia Missouri: DowntownTree Inventory, 2023

Tree Inventory (up to 450 sites)	
Data will be provided as electronic shapefiles, Excel spreadsheet, and iTree file	\$4,400 lump sum
Project Total	\$4,400.00

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.

Client Name: The City of Columbia	Davey Resource Group, Inc.
Authorizing Signature:	Staff Name: Jacob McMains
Title:	Date: January 18th, 2023
Date:	

TERMS AND CONDITIONS

- All pricing is valid for 60 days from the date of this proposal.
- Time and materials (T&M) estimates may fluctuate and will be billed accordingly. Fixed fee contract prices will be billed as shown.
- Invoicing will be submitted monthly for work performed, unless otherwise agreed upon.
- 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. 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 the 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.

Attachment A Tree Inventory Data Field Definitions

The data field definitions that will be collected for each tree or stump during the inventory are defined as follows:

- Mapping coordinate. X and Y coordinate locations.
- Location—Davey Resource Group identifies the location of each tree and/or site. Street tree locations and planting sites are organized by sequential tree site number and road name, block side, or corner location. An X and Y coordinate will be generated for each tree and site.
- **Species**—Trees are identified by genus and species using both botanical and common names and by cultivars where appropriate.
- **Tree Size**—Diameter is measured to the nearest inch in one-inch size classes at 4-¹/₂ feet above the ground, or diameter at breast height (DBH).
- **Stems**—The number of stems on trunks splitting less than one foot above ground level is recorded.
- **Condition**—The general condition of each tree is rated according to the following categories adapted from the International Society of Arboriculture's rating system.

≻ Excellent	100
≻ Good	75%
≻ Fair	50%
> Poor	25%
≻ Dead	0%

- **Primary Maintenance Needs**—The following maintenance needs will be determined based on ANSI A300 standard specifications:
 - Removal. Trees designated for removal have defects that cannot be cost-effectively or practically treated. The majority of the trees in this category have a large percentage of dead crown.

- Large Tree Clean. These trees require selective removal of dead, dying, broken, and/or diseased wood to minimize potential risk. Trees in this category are large enough to require bucket truck access or manual climbing.
- Small Tree Clean. These trees require selective removal of dead, dying, broken, and/or diseased wood to minimize potential risk. These trees are small-growing, mature trees that can be evaluated and pruned from the ground,
- ➤ Young Tree Train. These are young trees that must be pruned to correct or eliminate weak, interfering, or objectionable branches in order to minimize future maintenance requirements. These trees, up to 20 feet in height, can be worked with a pole pruner by a person standing on the ground.
- **Stump Removal.** This category indicates a stump that should be removed.
- **Further Inspection**—Most trees in this category require an annual inspection for several years. A healthy tree obviously impacted by recent construction serves as a prime example. Another example would be a tree with a defect requiring additional equipment for investigation.
- Clearance Requirements—Pruning, necessary to meet clearance standards with buildings, streets and sidewalks, is noted where branches are considered to be interfering with the movement of vehicles or pedestrians or where they are obstructing signs and street or traffic lights.
- **Aboveground Utilities**—The inventory indicates the presence of overhead utilities at the tree site as well as current conflicts.
- Growing Space Type—General space locations are categorized as:

Island	Raised Planter
Median	Tree Lawn Parkway
Natural Area	Well Pit
Open Unrestricted	

- Growing Space Size—The size of the growing space (grate) is recorded.
- **Photo**—A photo of the tree collected
- Additional Notes—Additional information of possible importance is noted here.
- Date of Survey