



MEMORANDUM

To: Administration/Public Works Committee Members

From: Rick C. Brown, Director of Public Works

Date: September 4, 2022

Re: Proposed City Consultant Agreement for Completion of City-wide Tree Inventory

Background: Last spring, Davey Resource Group (DRG) began work to complete a full city-wide inventory of street trees, which was estimated to be 6,000 trees. This work, which cost \$22,000, was funded under a city-consultant agreement with DRG with the City for 2022 Arborist Services. The cost for the inventory was reimbursed through a grant from the Missouri Department of Conservation.

Unfortunately, DRG was unable to complete the city-wide inventory, as the level of effort far exceeded the original estimate of 6,000 trees. To complete the project, DRG is estimating an additional 3,000-6,000 sites will need to be inventoried and has provided second proposal to the Department for this work, which has been attached as **Exhibit A**. The final cost to the City will be based on the actual number of sites inventoried, but will not exceed \$21,900 for 6,000 sites, or \$3.65/tree. Please note that 75% of the cost for this work, or \$16,425, will be reimbursed through another grant received from the Missouri Department of Conservation (MDC), as was presented to the Committee at your August meeting.

Recommendation: To complete the citywide inventory of street trees, it is recommended that the City enter into an agreement with Davey Resource Group to complete the city-wide tree inventory for the not to exceed amount of \$21,900.00. Our cost is the 25% local match, which would be no more than \$5,475.00

Reasons for Recommendation:

- The MDC grant will allow us to be reimbursed for 75% of the cost or a maximum of \$16,425.
- A street tree inventory was last completed in 2010 and that data is obsolete. The new inventory will allow the data to be viewed in “Treekeeper”, a web-based application, which is available to residents for viewing.

The Department is requesting the Committee’s approval of the above recommendation. If the Committee approves this recommendation, an ordinance authorizing the execution of a city-consultant agreement with DRG will be prepared for the approval of the City Council.

I will be available for any questions or comments at the September 6, 2022, Administration/Public Works Committee Meeting.

RCB



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

Local Office
4978 Magnolia Avenue
St. Louis, MO 63139
314-484-6926

Exhibit A

August 9, 2022

Rick Brown
City of Wildwood
16860 Main Street
Wildwood, MO 63040

RE: Wildwood, MO - Street Tree Inventory follow-up

Dear Mr. Brown,

Thank you for contacting Davey Resource Group, Inc. “DRG” regarding the tree inventory for your City street trees. In support of your objectives to conduct this work to complete your tree inventory, DRG is pleased to present a pricing estimate for a tree inventory of approximately 6,000 trees and planting sites. 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 street trees throughout the City of Wildwood, as directed by the City. The arborist will perform a visual assessment and collect all data, as outlined below.

The data collection will include (but not limited to):

- Location
- Species
- Size (diameter at breast height)
- Multistem
- Condition
- Defects
- Primary Maintenance
- Risk Rating

The arborist will record the above data and place the inventoried trees into your current TreeKeeper program. This data will be added into your existing “Trees” layer and will complete your City tree inventory, minus parks.

Experience and Expertise

Davey Resource Group, Inc is the arboricultural and horticultural consulting subsidiary to 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 our 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,

Mark Halpin, Consulting Arborist
Davey Resource Group, Inc.
www.daveyresourcegroup.com

Authorization to Proceed

The following pricing options have been developed for the street tree inventory.

Wildwood, MO Street Tree Inventory

Tree Inventory (estimated 3,000- 6,000 sites)	\$3.65/tree
Project Total	\$21,900 (up to)

By signing this form, I do hereby acknowledge acceptance of the terms described below and authorize work to be performed.

Client Name:

Authorizing Signature:

Title:

Date:

Davey Resource Group, Inc.

Name/Title: Mark Halpin, Consulting Arborist

Date: August 9, 2022

Terms and Conditions

- All pricing is valid for six months 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. 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.