



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/22/15		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
Approval of a Professional Services Agreement between the City of Plano and Davey Resource Group in the amount of \$93,341 for design services for an Urban Forest Master Plan and Urban Tree Canopy Assessment and authorizing the City Manager or his designee to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	598,775	5,127,315	1,780,000	7,506,090
Encumbered/Expended Amount	-598,775	-1,728,305	0	-2,327,080
This Item	0	-93,341	0	-93,341
BALANCE	0	3,305,669	1,780,000	5,085,669
FUND(S): PARK IMPROVEMENTS CIP				
<p>COMMENTS: Funding is available for this item in the 2015-16 Park Improvements CIP. A professional services agreement, in the amount of \$93,341, will leave a current year balance of \$3,305,669 available for future park improvement expenditures.</p> <p>STRATEGIC PLAN GOAL: Obtaining professional services agreement to assess and plan preservation efforts for Plano trees relates to the City's goals of Great Neighborhoods - 1st Choice to Live and a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Trees are one of the City's greatest assets. They filter pollution from our atmosphere, reduce storm water runoff, reduce energy cost, increase the value of our properties, and contribute to our quality of life. Continued development in the north Texas area only increases the need to insure that we are properly monitoring and maintaining our existing tree canopy and strategically adding to that tree canopy as area populations continue to grow.</p> <p>While trees provide many benefits to Plano residents, the City's environment can pose challenges to the health and quality of our trees. The Urban Forestry Master Plan is a comprehensive exercise in assessing Plano's existing urban forest, evaluating management practices, and then developing tree canopy maintenance and planting goals for the future. The tree canopy assessment portion of the plan will be completed using GIS software to determine the total tree canopy in the City and assist in determining the overall condition of our urban</p>				



CITY OF PLANO COUNCIL AGENDA ITEM

forest. It will identify urban heat islands and land uses that need special attention. This information will enable us to create realistic goals for future improvement.

Davey Resource Group was selected through RFP 2015-303-C and is an industry leader in urban forestry management and brings an exceptional level of staff experience and resources to the Urban Forestry Master Plan project. Through proper planning, strategic planting of trees and ongoing maintenance, the City can maintain and expand our urban forest so that it will continue to be an asset to current and future residents.

List of Supporting Documents: Professional Services Agreement	Other Departments, Boards, Commissions or Agencies
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URBAN FOREST MASTER PLAN
PROJECT NO. 6675
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **DAVEY RESOURCE GROUP**, A Division of the Davey Tree Expert Company, an **OHIO** Corporation, licensed to do business in the State of Texas, hereinafter referred to as "Consultant", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Consultant to prepare construction plans, specifications, details and special provisions and to perform other related consulting services in connection with the **URBAN FOREST MASTER PLAN** located in the City of Plano, Collin County and Denton County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Consultant desires to render such consulting services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Consultant

The City hereby agrees to retain the Consultant to perform professional consulting services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.

III. Schedule of Work

The Consultant agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the reasonable control of Consultant, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Consultant shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

V. Information to be Provided by the City

The City agrees to furnish, prior to commencement of work, all that information requested by Consultant and available in City's files.

VI. Insurance

Consultant agrees to meet all insurance requirements, and to require all consultants who perform work for Consultant to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

Consultant agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Consultant shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Consultant's notice shall include a description of the changes and how those changes vary from the insurance requirements of the contract/agreement.

VII. INDEMNITY

THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY THE CONSULTANT'S, OR ITS OFFICER'S, AGENT'S, EMPLOYEE'S, CONSULTANT'S, REPRESENTATIVE'S OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL'S, NEGLIGENCE, INTENTIONALLY TORTIOUS CONDUCT,

INFRINGEMENT UPON INTELLECTUAL PROPERTY RIGHTS, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE CITY AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONSULTANTS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONSULTANT AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

Consultant covenants and agrees that Consultant is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

IX. Assignment and Subletting

The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Consultant agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Consultant shall execute the affidavit shown in Exhibit "E". Consultant understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XI. Contract Termination

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Consultant. In the event of such termination, Consultant shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Consultant in connection with this Agreement. Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Consultant's Opinion of Probable Construction Costs

The parties recognize and agree that any and all opinions of probable construction costs prepared by Consultant in connection with the Project represent the best judgment of Consultant as a design professional familiar with the construction industry, but that the Consultant does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Consultant.

XIII. Ownership of Documents

Original drawings and specifications are the property of the Consultant; however, the Project is the property of the City and Consultant may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Consultant will revise drawings to reflect changes made

during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Consultant's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

Unless instructed otherwise in writing, Consultant agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano
Parks Department
Attn: Angela Kralik, Project Manager
P.O. Box 860358
Plano, TX 75086-0358

City agrees that all notices or communications to Consultant permitted or required under this Agreement shall be addressed to Consultant at the following address:

Davey Resource Group
Attn: Emily Spillett, Project Manager
1500 N. Mantua Street
Kent, OH 44240

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Contract Interpretation:

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County and Denton County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Consultant, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

G. Authority to Sign:

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

SIGNED on the date indicated below.

DAVEY RESOURCE GROUP, A Division of
The Davey Tree Expert Company, An Ohio
Corporation, licensed to do business in the
State of Texas

DATE: 11/18/15

BY: 
Jack McCabe
Vice President of DRG Utility Operations

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

OHIO
STATE OF ~~TEXAS~~
~~PORTAGE~~ §
COUNTY OF ~~COLLIN~~ §



ALEXANDRA KLUCZAROV
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
May 13, 2018
Recorded in
Portage County

This instrument was acknowledged before me on the 18th day of November, 2015, by **JACK MCCABE, Vice President of DRG Utility Operations, of Davey Resource Group**, A Division of The Davey Tree Expert Company, an **Ohio** corporation, licensed to do business in the State of Texas, on behalf of said corporation.



Notary Public, State of ~~Texas~~ Ohio

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2015, by **BRUCE D. GLASSCOCK, City Manager**, of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

EXHIBIT A

SCOPE OF SERVICES

Urban Tree Canopy Assessment and Urban Forest Master Plan

BASIC SERVICES

Phase 1: Research and Information Gathering

A. Kickoff Meeting

The Urban Forest Master Plan will begin with a kickoff meeting that includes our Project Manager, Project Developer, and our Urban Forestry Specialists. For this meeting, we ask that your critical project team members will be in attendance. This includes not only a designated project manager, but any key personnel that might be interacting with DRG throughout this process. At this meeting, we will obtain names and contact information from you for our projected interview candidates. We also hope to begin the task of an online survey early in the process. For this reason, we would hope that your public relations / marketing personnel could be present as well. We want to be sure that we are following your community culture and protocols from the start of the UFMP process. We feel that communication is critical and this meeting will set the tone for the project.

B. Peer Community Outreach

Researching and interviewing peer communities is critical to establishing benchmarks as well as gaining insight into what contributes to the success, or creates challenges, experienced by other municipal forestry programs. We recommend interviewing between five and ten peer communities.

Having completed more than 500 tree inventories and with more than 130 current TreeKeeper tree management software clients, DRG has direct access to many of the leading urban forestry programs in the country. These relationships will allow us to select municipalities whose urban forestry programs have been successful in collecting and analyzing data, as well as using that data to proactively plan for the future of their community's trees.

C. Resource Development

This task will focus on the City of Plano regulations, and policies and procedures that either directly or indirectly have the potential to impact the City's urban forest resource. DRG will begin by identifying all of the documents that meet that criteria. Some of the documents to be included are obvious, but we will want to work closely with the City to identify all of the relevant research material we should be considering.

D. Urban Tree Canopy Assessment

With GIS data already available from the *Urban Heat Island Study*, DRG's GIS Team is able to reduce the time required to complete the initial land cover mapping and editing process by more than 70%. Using the existing 2012 land cover layers, DRG will generate a separate tree canopy cover layer by separating the combined existing vegetation class to *woody vegetation and non-woody vegetation* classes for further GIS analysis.

Land Cover Mapping and Editing

Davey Resource Group utilizes three different techniques to generate the "best" extraction results: 1) a segmentation classification approach, 2) an object-based image analysis (OBIA) approach, and 3) LiDAR (Light Detection and Ranging) data analysis, when available. Secondary source data, provided by the client, can also be utilized in combination with these advanced automated processing techniques.

Land Cover Metrics

With the canopy cover extraction complete, and with the creation of a separate layer for tree canopy cover, DRG will use GIS data acquired from the City to apply land cover metrics. The one layer Plano has requested specifically is to assess tree canopy cover by land use. Below are images that show examples of a parcel layer and a land use layer. DRG can apply additional GIS layers for analysis of tree canopy cover related to different datasets and demographics.

Ecosystem Benefits and Mapping

Building on our remote sensing and GIS analysis experience, Davey Resource Group has developed a comprehensive working knowledge of i-Tree and its many applications. From identifying the initial land cover data to mapping and graphing actual ecosystem services for the City of Plano, DRG will utilize a combination of internal analytical processes and i-Tree tools to quantify the value and spatially represent the specific tree canopy ecosystem services of air pollution removal, carbon storage and sequestration, and stormwater mitigation.

i-Tree Hydro Pollution Assessment

Davey Resource Group will use the i-Tree Hydro model to help clarify the impacts of changes in surface cover and vegetation on pollutant load in streams by making use of a statistical parameter known as event mean concentration (EMC). An EMC value represents the flow-proportional average concentration of a given pollutant during a storm event and is measured in units of mass per volume, usually milligrams per liter. EMC can be multiplied by actual flow to estimate the mass of pollutants entering a body of water. Changes in flow resulting from changes in tree canopy cover will be reflected in changes in pollutant load. EMC values will be acquired from Plano's local watershed. If local watershed data is not available, DRG will use national average values.

Priority Planting Site Analysis

At this point, the potential realistic plantable areas will have been identified, but not yet prioritized. While all available planting sites in Plano may ultimately be planted over the next several decades, the trees that are planted in the next several years, should be planned for areas in most need, and where they will provide the most benefits and return on investment.

To identify planting areas that will return the greatest and most diverse amount of benefits to the City, each plantable area was evaluated based on three factors:

- Environmental features / sensitivity (a combination of canopy location related to surface waters and impaired waterways, soil type, floodplains, slope, and forest fragmentation),
- Stormwater issues, and
- Urban heat island concentrations.

Each factor was used to create individual grids that were assigned a value between 0 and 4 identifying priority planting importance from Very Low to Very High. The resulting information was then mapped for individual categories of information, such as urban heat island, stormwater mitigation, and environmental need.

GIS Deliverables

Davey Resource Group delivers all Geographic Information Systems (GIS) data in an Esri ArcGIS® geodatabase in a projected coordinate system that fully integrates with our client's existing GIS software. These datasets will be delivered complete with projection files and metadata using Federal Geographic Data Committee (FGDC) specifications.

All final tables, charts, maps and graphs created by the analysis will be delivered in the final report. All datasets and documentation will be provided as part of the final deliverables so that the process can be replicated. *If selected, the final map booklet will be provided to the City electronically and spiral-bound. Our GIS team offers advanced GIS deliverables that may assist our clients in further understanding and evaluating the data provided such as:

- Imagery obtained / acquired
- Training set data used for classification
- Quality assurance and quality control (QA/QC) error matrix reports
- Land cover layer (vector and raster formats)
- Priority planting site/area feature layer
- Presentation quality map booklet of priority planting locations* (will need to add another line item to cost = \$650 if selected)
- Documentation of all UTC assessment related results including: methodology, statistics, maps, table, and graphs
- Electronic and hardcopies of the final reports

E. Stakeholder Interviews

As written documentation is only a portion of our research, we will also obtain lists and contact information for City of Plano staff, key City supporters, elected officials, and other stakeholders that share an interest and / or responsibility for the urban forest. We will again rely heavily on the City to provide direction on the internal and external stakeholders we should include in this task. Some City departments were mentioned specifically in the draft scope and timeline

provided by the City, we will finalize this list with Plano's approval prior to scheduling any stakeholder interviews.

Having previously conducted many of these types of projects, DRG has a proven methodology that includes developing a standard set of questions that will be asked during these interviews. These questions do not preclude additional discussion that might be pertinent, but they do allow for consistency in research. In addition, if a critical stakeholder's schedule makes it difficult to conduct the interview, an email survey can take the place of a face-to-face interview. We develop our questions around the following items:

- Protocols and processes
- Use of available tools
- Relationships and conduct for working together (inter and intra-departmentally)
- Reviewing procedures for development applications when trees are involved
- Projects and planning including Capital Improvement projects
- Ordinances that can impact the management and growth of the urban forest
- Conflict, cohesion, and collaborative efforts affecting the urban forest and its stakeholders
- Utility challenges and opportunities

Public participation and interviews, including identified partnerships, will be similar to internal interviews. These external stakeholder meetings will be similar to the internal stakeholder meetings. They will include a series of questions that are pertinent to the research and the goals of the management plan and will be conducted in person.

If desired, *and we recommend this*, an online survey to gather public input about the urban forest is an outstanding tool for gaining an understanding public sentiment. We will work with Plano's public relations department to develop this and upload to the City's website. We can develop media contact to draw citizens to the survey for better participation.

F. Community Meetings

We suggest that a minimum of four take place; three to gather input, and one to show results and create buy-in from the public. With the assistance of the City, we can assure that there is an abundance of opportunity for public input. When conducting the meetings, DRG follows a very simple plan:

1. Reveal the results of the resource development - in this case we anticipate the City's existing tree inventory, recently completed i-Tree Eco study, and the potential for an Urban Tree Canopy Assessment. This includes helping the community understand the value and benefits the urban forest provides in economic, environmental, and social terms.
2. Help understand what might be missing in Plano's urban forest and guide community members to understand what the role of the stakeholders is in growing and supporting this sustainable resource.
3. Allow the community members to give guided input on what is important to them in the development of the urban forest.

Phase 2: Formulate Recommendations, Review and Feedback

A. Analyzing the Research to Develop the Plan

Through the research, we uncover issues that may include both opportunities and challenges within the urban forest. Issues such as inconsistencies in tree management, conflicts with stakeholder groups, elected official understanding are common findings. Other challenges will arise during the research and subsequent analysis.

This task points to the final portion of the plan: developing a monitoring component that will measure the effectiveness of the Master Plan, and provide flexibility to make adjustments where necessary. This can be a methodical and simple follow-up with assignments for review on an annual basis. We see the opportunity for Plano to leverage their local and interdepartmental partnerships to create a dynamic response to addressing the needs of the urban and community forest over time.

B. Project Review and Feedback

The final project review begins with the submittal of what we refer to as a *100% complete draft*. This is a highly collaborative process where the City of Plano and Davey Resource Group will review all plans, goals, and recommendations developed. Once Plano's Team provides their feedback on the complete draft and we reach consensus on the final elements to be included in the plan, we transition into the graphic design phase of the document.

Phase 3: Final Deliverables and Presentations

A. Project Deliverables

As stated in the previous task, we are committed to delivering a dynamic plan that incorporates tree management policy, and supports Plano's long term vision and goals for their urban forestry program. The plan will be formatted for a variety of uses, including but not limited to long range planning, project coordination, forecasting operations budgets, developing new internal and external policies, and a mechanism for stakeholders to understand and acknowledge Plano's strategies for maintaining the health and sustainability of the City's trees.

The document will be narrative text authored by two project specialists. It will incorporate sections on Program, Policy, Management, Design, Planting, Maintenance, Staffing, Public Tree Inventory, Community Participation, and Education. All of those components will lead to plans and goals that will be easily recognizable and achievable. We will incorporate all of our findings from meetings, interviews, and online surveys.

Our urban and community forest master plans have been designed utilizing a modern appearance and visually pleasing palette that includes a well-balanced combination of a narrative document, tables, images, and maps to share and convey the critical information necessary to achieve your objectives. We intend to utilize not only one of our current urban + community forestry specialists to help design the

document, but we also work with a graphic designer to assist in the final layout and design. Design and deliverable concepts can vary. It will be available both in color for Web applications (with dynamic links) and attractively designed in black and white for printing if desired.

B. Presentations

Davey Resource Group has presented many Urban Forest Master Plans to a variety of audiences. We will prepare and deliver a presentation to Plano's Parks and Recreation Department. If desired, DRG also can deliver the same presentation to the Mayor and City Council, or to other City departments.

EXHIBIT B

Completion Schedule

Urban Tree Canopy Assessment and Urban Forest Master Plan

SCHEDULE

The phases outlined in Exhibit A, Scope of Services, will be completed in accordance with the following schedule. Once an official start date has been agreed upon by the City of Plano and Davey Resource Group, the 120 day period for Phase 1 will begin, followed by two consecutive 90 day periods for Phases 2 and 3.

Estimated Timeline by Month

Phase	1	2	3	4	5	6	7	8	9	10	11	12
1												
2												
3												

EXHIBIT C
Payment Schedule
Urban Tree Canopy Assessment and Urban Forest Master Plan

PAYMENT

The following table outlines the expected investment for each phase of the project, based on the *Scope of Services* described in Exhibit A. Davey Resource Group will invoice monthly for services (or percentage of services) provided as of the invoice date. Payment will be due within 30 days of receipt of the notice.

Urban Tree Canopy Assessment and Urban Forest Master Plan	Investment
Phase 1: Research and Information Gathering*	\$58,262
Phase 2: Formulate Recommendations, Review and Feedback	\$21,171
Phase 3: Final Deliverables and Presentations	\$13,908
Total Investment	\$93,341

**Phase 1 Investment Includes UTC Assessment*

EXHIBIT "D"
CONSULTING
INSURANCE

INSURANCE: (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

1. General Insurance Requirements:

- 1.1 The Consultant (hereinafter called "Consultant") shall not start work under this contract until the Consultant has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Consultant will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."
- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Consultant from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Consultant's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
 - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Consultant shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.
- 1.6 Consultant agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.

- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Consultant fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Consultant, and the Consultant shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Consultant. Consultant may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

2. Consultant's Insurance - "Occurrence" Basis:

- 2.1 The Consultant shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.
 - 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Actions of Independent Contractors;
 - iv. Contractual Liability including protection for the Consultant from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.
 - 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

- 2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

3.0 Consultant's Insurance – Claims Made

Professional Errors and Omissions

The Consultant shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit \$1,000,000
per claim and aggregate of \$2,000,000

CONSULTING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

<u>Coverages Required</u>	<u>Limits (Figures Denote Minimums)</u>
<input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas \$100,000 accident \$100,000 disease \$500,000 policy limit disease
<input type="checkbox"/> 2. For Future Use	
<input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program	\$150,000 medical, safety program
<input checked="" type="checkbox"/> 4. General Liability	Complete entry No. 26 Minimum \$500,000 each occurrence \$1,000,000 general aggregate
<input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL)	
<input checked="" type="checkbox"/> 6. Premises/Operations	(Items No. 3-10 & 12 require)
<input checked="" type="checkbox"/> 7. Independent Contractors	<u>\$500,000</u> combined single limit for bodily injury and property damage
<input type="checkbox"/> 8. Products	damage each occurrence with
<input type="checkbox"/> 9. Completed Operations	\$1,000,000 general aggregate that applies to project under contract
<input checked="" type="checkbox"/> 10. Contractual Liability	
<input checked="" type="checkbox"/> 11. Personal Injury Liability	\$500,000 each offense & aggregate
<input type="checkbox"/> 12. XCU Coverages	
<input checked="" type="checkbox"/> 13. Automobile Liability	\$500,000 Bodily Injury & Property
<input checked="" type="checkbox"/> 14. Owned, Hired & Non-owned	Damage each accident
<input type="checkbox"/> 15. Motor Carrier Act Endorsement	
<input checked="" type="checkbox"/> 16. Professional Liability	\$1,000,000 each claim \$2,000,000 aggregate
<input type="checkbox"/> 17. Garage Liability	\$_____ BI & PD each occurrence



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC.		NAMED INSURED DAVEY RESOURCE GROUP, A DIVISION OF THE DAVEY TREE EXPERT COMPANY 1500 N. MANTUA ST. KENT, OH 44240
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation does not apply in MN. Coverage is obtained from Workers Compensation Reinsurance Association (W.C.R.A.) as required by the state. Minnesota
 Employers Liability is covered by policy number MWC 30514300. Excess Workers Compensation excludes the Care of Trees, Wolf Tree, and Wetland Studies.

COVERAGE INCLUDES CONTRACTUAL LIABILITY AS RESPECTS ABOVE REFERENCED GENERAL LIABILITY POLICY. COVERAGE SHALL BE PRIMARY TO THE
 ADDITIONAL INSURED AND NOT CONTRIBUTING WITH OTHER INSURANCE AS RESPECTS ABOVE REFERENCED GENERAL LIABILITY POLICY. COVERAGE INCLUDES
 WAIVER OF SUBROGATION ON WORKERS' COMPENSATION COVERAGE.

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of **Davey Resource Group**, a corporation organized under the laws of the State of Ohio, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **Davey Resource Group**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

B. Equal Rights Compliance

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or

- employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
 - (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
 - (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

_____ A branch or division of the United States government or any of its departments or agencies.

_____ A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

_____ A private club that is restricted to members of the club and guests and not open to the general public.

_____ Is not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

**DAVEY RESOURCE GROUP, A Division of The
Davey Tree Expert Company**

By: 
Signature

JACK MCCABE
Print Name

Vice President of DRG Utility Operations
Title

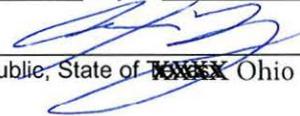
11/18/15
Date

STATE OF ~~TEXAS~~ OHIO §
PORTAGE §
COUNTY OF ~~COVING~~ §

SUBSCRIBED AND SWORN TO before me this 18th day of November, 2015.



ALEXANDRA KLUCZAROV
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
May 13, 2018
Recorded in
Portage County


Notary Public, State of ~~TEXAS~~ Ohio