

A RESOLUTION APPROVING AN ADDENDUM TO THE CONSULTANT SERVICES CONTRACT FOR URBAN FOREST MANAGEMENT AND AUTHORIZING THE MAYOR TO EXECUTE SAME.

Whereas, the City of Twin Oaks (the “City”) entered into an agreement with The Davey Tree Expert Company, by and through its Davey Resource Group division (“Consultant”) dated December 8, 2016 for urban forest management and related services for a sum of not to exceed \$5,000.00 (the “Agreement”); and,

Whereas, pursuant the Agreement which permits additional services to be added to the Agreement so long as the Consultant submits a written cost proposal for such services to the City; and,

Whereas, the City and Contractor have identified further services needed for the City as set forth in the proposal attached as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby approves the Proposed Urban Forest Management Tasks and Pricing, attached hereto as Exhibit A and incorporated herein by reference, as an addendum to the Agreement.

Section 2. The Board of Aldermen further authorizes the Mayor or City Administrator to take any action or execute any documents necessary to effectuate the intent of this Resolution.

THIS RESOLUTION WAS PASSED AND APPROVED THE 5th DAY OF SEPTEMBER 2018, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.



Russ Fortune, Mayor

Attest:



Kathy A. Runge, City Administrator/Clerk

Exhibit A



Proposed Urban Forest Management Tasks and Pricing

The following tasks are offered for your consideration as services that the Urban Forestry Consortium can provide the Village of Twin Oaks to support the urban forest management program and assist Village staff with program responsibilities. Other services can be offered as well depending on the needs of the Village. In partnership with the Davey Tree Expert Company, the Urban Forestry Consortium can provide this professional assistance on a time and materials and not-to-exceed basis, and will perform all duties in an efficient manner.

Task One: Village-Wide Maintenance Recommendations

- A. Visit, assess, and recommend maintenance for tree(s) per resident's request.
- B. Provide follow-up bid proposals for requested services.
- C. Manage and monitor pruning/removal/treatment contractors to verify work is completed to specification and scope of work.
- D. Develop emerald ash borer (EAB) strategy and assist with implementation.
- E. Conduct a Level 2 assessment of trees identified as a potential risks.
- F. Conduct an annual Level 1 assessment of trees in defined neighborhood(s) to quickly identify high-risk trees that need maintenance.
- G. Update inventory in TreeKeeper as trees are assessed, per activities described above.

Task Two: Village-Wide Replacement Planting Recommendations

- A. Identify and organize potential sites for spring and fall plantings based on resident requests and/or inventory results.
 - a. Large, medium, or small site assessment and marking of planting sites.
 - b. Species selection.
- B. Monitor planting contractors to verify work is completed to specification and scope of work; follow up with warranty inspections.
- C. Update inventory after trees are planted.

Task Three: Miscellaneous Consulting Services

- A. Write grants, complete required forms, assemble required attachments, and present the completed grant application package to the Village for authorized signature and submission. Coordination between Urban Forestry Consortium and the Village will be essential to understanding project scope, budget, timeline, and various required information.
- B. Conduct tree planting or pruning workshops for Village staff or volunteer groups.
- C. Present public education seminars.
- D. Attend Village meetings and/or provide reports as needed.
- E. Assist with Tree City USA application.
- F. Provide tree risk assessments as needed.

- G. Provide tree valuations as needed.
- H. Provide tree preservation and consulting during construction.

Contact Information

Urban Forestry Consortium Manager: Meridith Perkins
 Phone: 314.452.4268
 Email: meridith.perkins@davey.com
 Address: 1909 Park Ave., St. Louis, MO 63104

^{CITY} Village of Twin Oaks: _____
 Primary Phone: _____
 Email: _____
 Address: _____

Budget and Fees

Total 2018 contract shall not exceed \$ 5,000 ²⁰¹⁹.

- Tasks will be assigned to the Urban Forestry Consortium by the Village of Twin Oaks; task completion time and deliverables will be mutually agreed upon at the time of the assignment(s).
- The Village will be billed on a monthly basis for field and/or office time.
- Time is billed at \$90.00/hour per arborist. Travel will not be expensed to the Village.
- Urban foresters are ISA Certified Arborists and Tree Risk Assessment Qualified.

Authorization

The specification of deliverables as set forth in this document has been agreed upon and accepted by the following authorized representatives of the Village of Twin Oaks, MO and Urban Forestry Consortium, a division of The Davey Tree Expert Company.

Davey Representative

Client Representative

Signature

Date

Signature

Date

Meridith McAvoy Perkins

Printed Name

Printed Name

Urban Forestry Consortium
Manager

Title

Title

Limited Warranty

The Davey Tree Expert Company, its divisions, agents, representatives, operations, or subsidiaries (collectively "Davey") provides this Limited Warranty as a condition of providing the services outlined in the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Services").

Davey provides the Services utilizing applicable standard industry practices and based on the facts and conditions known at the point in time the Services are performed. Facts and conditions related to the subject of the Services may change over time. Davey cannot predict or determine developments concerning the subject of the Services and will not be liable for any developments, changes, or conditions that occur, including, but not limited to, decay or damage by the elements, persons or implements, insect infestation, deterioration, conditions not discoverable using the means and methods used to perform the Services, or acts of God or nature or otherwise. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing or analysis. 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 items 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.

Davey may have reviewed publicly available or other third-party records or conducted interviews, and has assumed the genuineness of such documents and statements. Davey disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any information obtained from any third-party or publicly available source.

To the extent permitted by law, Davey does not make and expressly disclaims any warranties or representations of any kind, express or implied, with respect to completeness, accuracy, or current nature of the information contained in the Services or the reports or findings resulting therefrom beyond that expressly contracted for by Davey in the agreements between the parties, including but not limited to, performing diagnosis or identifying hazards or conditions not within the scope of the Services or not readily discoverable using applicable standard industry practices. Davey disclaims any warranty of fitness for any particular purpose. Davey's warranty is limited to one year from the date Services are performed. Davey's liability for any claim, damage or loss, whether direct, indirect, special, consequential or otherwise, caused by or related to the Services shall be limited to the Services expressly contracted to be performed by Davey.

