

Agenda Item #12

Executive Summary

To: Mayor Blad and City Council

From: Hannah Sanger, Science & Environment Administrator

Date: April 17, 2025 City Council meeting

Re: Davey Resource Group Contract

Staff recommend that Council authorize the Mayor's signature on a contract for \$175,000 with Davey Resource Group, subject to Legal Department review. These contract expenses are covered by the US Forest Service Urban and Community Forestry Grant. (ACTION ITEM)

Grant funds will be used to:

1. Inventory City trees in City parks and City-managed trees in the Right-of-Way. This includes tree identification, diameter at breast-height (DBH), and tree condition to guide maintenance activities.
2. Update the City's 1995 Urban Forest Plan, using this inventory as well as tree canopy data collected in 2018

As the project progresses, unspent funds in the contract may be used to:

1. Inventory remaining trees in the Right-of-Way
2. Conduct community engagement related to trees
3. Updating the Tree Canopy

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney 
RE: Agreement with Davey Resource Group (Enviro)
DATE: April 2, 2025

I have reviewed the above-referenced Agreement and it meets with my approval for the Mayor's signature once so authorized by the Council. Although this has been previously approved by the Council, enough changes have occurred that it is before the Council a second time. The City has entered into similar agreements in the past.

If you have any questions, please feel free to contact me.

SHORT FORM OF AGREEMENT BETWEEN CITY OF POCA TELLO AND CONSULTANT FOR PROFESSIONAL SERVICES

This is an Agreement between the City of Pocatello, Idaho (Owner) and **Davey Resource Group, Unique Entity Identifier: 82-1948528** (Consultant).

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as "**Urban Forest Plan**" (Project).

Consultant's services under this Agreement (Services) are generally identified as follows: **complete an Urban Forest Plan and Tree Inventory Project as funded by the US Forest Service grant through the Urban Sustainability Directors Network (Grant Agreement No.: CRS19-Pocatello, ID)**. Refer to **Attachment A, Consultant Scope of Work**.

Owner and Consultant further agree as follows:

1.01 Services of Consultant

- A. Consultant shall provide or furnish the Services set forth in this Agreement as described in **Attachment A**, and any Additional Services authorized by Owner and consented to by Consultant.

2.01 Owner's Responsibilities

- A. Owner shall provide Consultant with existing Project-related information and data in Owner's possession and needed by Consultant for performance of Consultant Services. Owner will advise the Consultant of Project-related information and data known to Owner but not in Owner's possession. Consultant may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Consultant's assessment of initially-available Project information and data, and upon Consultant's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Consultant to complete its Services; or, with consent of Consultant, Owner may authorize the Consultant to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Consultant's submittals, and carry out its other responsibilities in a timely manner so as not to delay Consultant's performance. Owner shall give prompt notice to Consultant whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Consultant's Services, or (2) any development that affects the scope or time of performance of Consultant's Services.
- C. **GIS Data Availability:** The City will make available to the Consultant, at no cost, the necessary GIS data. This data will include, but not be limited to, parcels, rights-of-way, easements, road

centerlines, curb, gutter and sidewalk, pavement limits, traffic signals, ITS infrastructure, sign locations, storm drain pipes, storm drain structures, sanitary sewer infrastructure, potable water infrastructure, bridges, water features/canals, contours, and aerial imagery.

1. GIS Data Restriction: Consultant agrees to restrict its use of the City's GIS data base information solely for the purpose of preparing information related to projects as specified in Exhibit A on behalf of the City.
2. GIS Data Security: Consultant agrees to secure the GIS data obtained from the City on a secure, non-public system. Consultant agrees to destroy any duplicated GIS data base information maintained by Consultant and to return any GIS data base information to the City upon completion of compiling digital information regarding projects done on behalf of the City.
3. GIS Data Usage Acknowledgments: Consultant acknowledges that some of the City's GIS data base information is subject to Homeland Security restrictions and agrees to limit its access to such information to its application to projects on behalf of the City. The parties agree that the copyright for information from the City's GIS shall remain the property of the City. Consultant agrees that no sale, copying, dissemination, or use other than specified herein of the GIS information is allowed without the written consent of the City.

3.01 Schedule for Rendering Services

- A. Consultant shall complete its Services within the following specific time period: See **Attachment A**. If no specific time period is indicated, Consultant shall complete its Services within a reasonable period of time.
- B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's Services is impaired, or Consultant's Services are delayed or suspended, then the time for completion of Consultant's Services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Consultant providing or furnishing Services and Additional Services, Owner shall pay Consultant as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Consultant for Services, Additional Services, and expenses within 30 days after receipt of Consultant's invoice, then (1) the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Consultant may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Consultant has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Consultant for any such suspension; and (3) if any payment due Consultant remains unpaid after 90 days,

Consultant may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.

D. Reimbursable Expenses: Consultant is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Consultant for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Consultant, plus all invoiced external expenses allocable to the Project, including Consultant's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.1.

E. Basis of Payment

1. Consultant shall invoice City on a time and materials basis. Labor shall be based on the labor rates shown in Attachment A. The total contract shall be a fixed fee amount not to exceed the amount listed below.

2. Fixed fee amount:

a. **\$175,000.00, as shown in Attachment A.**

b. The portion of the compensation amount billed monthly for Consultant's Services will be based upon Consultant's effort actually completed during the billing period.

5.01 Additional Services: An additional services amount may be included in this Agreement. If so, the Owner will determine if additional services are required beyond the services outlined in Attachment A. When additional services are required the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued. For Additional Services, Owner shall pay Consultant an amount equal to the cumulative hours charged in providing the Additional Services by Consultant's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Consultant's standard hourly rates are attached in **Attachment A**.

5.02 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Consultant may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional, (b) if Consultant's services for the Project are delayed or suspended for more than 90 days for reasons beyond Consultant's control, (c) if payment due Consultant

remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.

3. Consultant will have no liability to Owner on account of any termination by Consultant for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Consultant's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Consultant will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
 1. If Owner has terminated the Agreement for cause and disputes Consultant's entitlement to compensation for services and reimbursement of expenses, then Consultant's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Consultant has terminated the Agreement for cause, then Consultant will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Consultant's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant. Subject to the foregoing standard of care, Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Consultant shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any Constructor.

- C. Consultant neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Consultant's opinions of probable construction cost (if any) are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Consultant. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Consultant.
- F. All documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Consultant of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and subconsultants;
 - 3. Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Consultant; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Consultant agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting

from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Consultant.

- I. The parties acknowledge that Consultant's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Consultant's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. **Constructor**—Any person or entity (not including the Consultant, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

- 1. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants,

agreements, and obligations of this Agreement.

2. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

9.01 INSURANCE

- A. The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$1,000,000.00 per occurrence, professional liability insurance in the amount of \$1,000,000.00, and worker compensation insurance in accordance with Idaho Law.
- B. The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the City (if applicable), otherwise for one (1) year after acceptance of the work by the City.
- C. Regarding workers' compensation insurance, the Consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the Consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.
- D. The Consultant shall provide the City with certificates of insurance within ten (10) days of the Notice to Proceed.

9.02 NON-APPROPRIATION

- A. Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to appropriation or other availability of funds.

9.03 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.04 Anti-Boycott Israel Act

- A. Contractor certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

9.05 Ownership or Operation by China

- A. Contractor certifies that it is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms “company” and “government of China” shall have the meanings ascribed to them in Idaho Code § 67-2359.

Attachments: Attachment A Scope of Work and Consultant’s Standard Hourly Rates
Attachment B Grant Agreement No. CRS19-Pocatello for the City of Pocatello’s **US Forest Service Urban and Community Forestry Grant.**

This Agreement's Effective Date is _____, 2025.

Owner:

City of Pocatello

By:

(Brian C. Blad)

Date:

(date signed)

Name:

Brian C. Blad

(typed or printed)

Title:

Mayor

(typed or printed)

Address for giving notices:

PO Box 4169

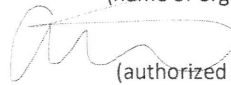
Pocatello, ID 83201

Consultant:

Davey Resource Group, Inc.

(name of organization)

By:



(authorized individual's signature)

Date: March 24, 2024

(date signed)

Name: Amber Krebbers

(typed or printed)

Title: Regional Operations Manager

(typed or printed)

Address for giving notices:

295 S. Water Street

Kent, OH 44240

Project Scope Elements – “Attachment A”

Include fee schedule

January 30, 2025

Hannah Sanger, MS MA
Science and Environment Administrator
City of Pocatello

RE: Updates to Scope and Pricing/Urban Forest Plan and Inventory

Dear Hannah,

Thank you for your response to our scope of work sent on January 20, 2025. Per your email of 1/27/2025, we have incorporated the changes you requested to this scope of work. Please review the below and let us know if you have any questions.

Planning Project

As requested, we have revised the below scope of the planning project to reflect the addition of a Community Open House and Online Plan review. Pocatello will handle these parts of the project. They are included in the Gantt Chart.

Task One: Project Management		Task Three: Tree Tasks	
Sub-Task	Fee	Sub-Task	Fee
Kickoff meeting (in person)	\$8,702.00	Tree list	\$2,063.00
Bi-Weekly meetings	\$7,953.00	Brochure update	\$3,383.00
Monthly progress reports	\$3,960.00		
Steering committee meetings (2)	\$2,970.00		
Task Two: Program Review		Task Four: Plan Development	
Sub-Task	Fee	Sub-Task	Fee
Historic program review	\$1,320.00	Outline	\$2,756.00
Program assessment	\$3,300.00	Goals, Objectives, Strategies	\$3,498.00
Ordinance review	\$3,267.00	Plan Draft One	\$16,814.00
Policy Framework review	\$2,838.00	Plan Draft Two	\$9,834.00
Internal stakeholder meetings	\$2,805.00	Community Open House*	-0-
		Online Plan Review*	-0-
		Final Draft	\$3,630.00
		Graphic design	\$9,306.00
		Implementation strategy	\$2,805.00
Project Total: \$91,204.00			

Tree Inventory

The opportunity to standardize the data that will be needed to manage the City's trees will take place during the inventory. To that end, DRG has developed the following inventory specifications:

Revised Tree Inventory Data Spec

1. **Address/Location**—DRG identifies the location of each tree by the following attributes.
 - a. X and Y coordinates in the desired format.
 - b. *Park Name*. The name of the park (where applicable).
2. **Species**—DRG names trees by genus and species using both botanical and common names. If species cannot be determined, genus only will be recorded.
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. **Multi-Stem Tree**—DRG notes if a tree has multiple stems on trunks splitting at or below 1 Foot (Yes/No). In cases where trees have multiple stems at 1 foot, DRG will collect the diameter of the largest stem unless otherwise directed.
5. **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*. Tree shows no significant problems.
 - b. *Fair*. Tree has minor problems that may be corrected with time or corrective action.
 - c. *Poor*. Tree has significant problems that are irrecoverable.
 - d. *Dead*. Tree shows no sign of life.
 - e. *N/A* Used for vacant sites and stumps. DRG will not collect any new stumps or vacant planting sites as part of this inventory.
6. **Primary Maintenance**—DRG assigns one of the following maintenance needs.
 - a. *Priority 1 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, and pose a potentially elevated level of risk for failure. Any hazards that could be seen as potential dangers to persons or property and seen as potential liabilities would be in this category. Large dead and dying trees that could be high liability risks are included in this category. These trees are the first ones that should be removed.
 - b. *Priority 2 Removal*. Trees that should be removed but do not pose a liability as great as the first priority will be identified here. This category would need attention as soon as "Priority 1" trees are removed.
 - c. *Priority 3 Removal*. Trees that should be removed, but that pose minimal liability to persons or property, will be identified in this category.
 - d. *Priority 1 Prune*. Trees that require priority one pruning are recommended for trimming to remove hazardous deadwood, hangers, or broken branches. These trees typically have larger deadwood and/or are usually located in high use areas (playgrounds, sports fields, facilities, roads, parking lots, etc.).
 - e. *Priority 2 Prune*. These trees have dead, dying, diseased or weakened branches that should be addressed following Priority 1 pruning work. These trees typically have smaller deadwood and/or are usually located in low use areas (open fields, wooded paths, etc.).
 - f. *Train*. Pruning of young or medium-aged trees to improve tree and branch architecture. These trees can typically be pruned from the ground using a pole pruning tool.

- g. *Routine Prune*. At the time of inventory, these trees are the lowest priority for pruning. They will require routine pruning or management for tree health or aesthetic appearance. Trees assigned this category can have small deadwood and clearance issues requiring action.
 - h. *Stump Removal*. This category indicates a stump that should be removed. DRG will not collect new stumps during this inventory but will record if a previously collected tree has been removed and a stump remains.
 - i. *Plant*. This category indicates a tree should be planted. DRG will not collect vacant planting sites during this inventory but will record if a previously collected tree has been removed.
7. **Defect**—DRG records the most significant defect for each tree. Defects are limited to the following to align with the ANSI A300 (Part 9) industry standard and associated *International Society of Arboriculture Best Management Practices—Tree Risk Assessment*, Second Edition (E. Thomas Smiley, Nelda Matheny, and Sharon Lilly 2017):
- 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).
 - i. Other (see site comments).
 - j. No significant defect.
 - k. N/A (default for stumps and vacant sites).
8. **Further Inspection**—Trees in this category need added and future inspections due to a variety of issues beyond the scope of a standard tree inventory. Categories for further inspection include:
- i. Annual inspection (e.g., a tree with a defect requiring annual monitoring).
 - ii. Recent damage inspection (e.g., a healthy tree affected by recent construction or other damage).
 - iii. Advanced risk assessment (e.g., a tree with a defect needing additional or specialized equipment for investigation).
 - iv. Insect/disease monitoring (e.g., a tree that appears to have an emerging insect or disease problem).
 - v. None.
9. **Overhead Utilities**—For each tree or site, DRG records if overhead utilities are present (Yes/No).
10. **Comments**—Any additional comments will be noted here; very limited use.
11. **Date of Inventory**—The date the DRG urban forester collected the data.

Note: The following data fields are currently in the ArcGIS system and/or requested in clarifications of the RFP but will not be included in this scope or imported into TreeKeeper for existing trees:

- Status
- Cultivar
- Percent dieback
- Crown class
- Clearance conflicts
- Crown light exposure
- Secondary maintenance
- Watch this tree (swap for further inspection)
- Observation (swap for defect)
- Maintenance comments

Inventory costs:

Area	Number of Trees	Fee	Contract Type
Original "area of interest"	Up to 5,000	\$37,950	Firm Fixed Price
Option: Additional trees in above AOI	Additional trees over 5,000	\$7.59 per tree	Firm Fixed Unit Price
Option: Reinventory street trees together with the original AOI trees (5000 trees + 8000 trees)	Up to 13,000	\$94,770	Firm Fixed Price
Option: Additional trees in the combined project	Additional trees over 13,000	\$7.29 per tree	Firm Fixed Unit Price

Note: The data will be delivered into a format that can be imported into ArcGIS Pro. We will also complete the inventory in TreeKeeper. That will allow Pocatello to see the functionality of the software.

Other Options

Software

TreeKeeper software is **\$3,600** annually. At this time, we can provide an API to connect TreeKeeper to Lucity software, but we will need more information to develop the costs around the API. We understand that software may not be a priority for the City. Once the inventory is complete, and managing the data becomes a priority, we are happy to revisit the purchase of TreeKeeper.

Canopy Study:

DRG has interacted with the canopy data provided by the Arbor Day Foundation. Unfortunately, the land cover data has not been processed to actually provide a canopy study, or to use in a canopy study. Our original pricing is as follows:

Task	Fee	Contract Type
Tree Canopy	\$23,178.00	Firm Fixed Price
Historic Land Cover	\$4,920.00	Firm Fixed Price
Ecosystem Services	\$1,620.00	Firm Fixed Price
Land Cover Metrics	\$2,400.00	Firm Fixed Price
Socio Economic Analysis	\$3,840.00	Firm Fixed Price
Urban Heat Island Mapping	\$4,290.00	Firm Fixed Price

Priority Planting Plan with Tree Placement Model	\$5,280.00	Firm Fixed Price
GIS PMTime, Maps, Deliverables	\$8,016.00	Firm Fixed Price
Total	\$53,544.00	

Additional Community Engagement:

DRG can support a variety of community engagement activities. These include:

- Photo contest or selfie contest to add interest to the plan,
- Tabling at community events (DRG develops marketing materials and trains city volunteers or staff on outreach),
- Neighborhood meetings,
- Tree tags showing the value of trees.

Timing (Gantt Chart) :

Task	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
Inventory, Canopy Assessment, City Brochures												
Tree Inventory (A)												
Canopy Assessment (B)												
Update the City Brochures/Tree List (C)												
PLANNING												
Project Management												
Project Kickoff												
Bi-Weekly Meetings												
Steering Committee Meetings									or?			
Monthly Progress Reports												
Task 1: Document Review, Data, and Best Practices Research												
Program History Review												
Program Assessment												
Ordinance Review												
Policy Framework Review												
Task 2: Community Engagement												
Internal Stakeholder Meetings												
Task 3: Goals, Objectives, and Strategies Development												
Create plan outline												
Develop goals, objectives and strategies												
Begin implementation strategy												
Draft One												
Community Open House												or?
Task 4: Final Plan Development, Adoption and Rollout												
Draft Two												
Online Plan Review												
Final Draft												



Pocatello led



Option

Hourly Rates:

Team Member	Hourly Rate
Heywood	\$165.00
Karcher	\$165.00
Ayersman	\$165.00
Sitz	\$135.00
Blansett	\$120.00
Cappon	\$150.00
Davila	\$135.00
Graphics Team	\$90.00
GIS Team	\$100-\$135

Pricing Summary

The City agrees to the work listed below for a total of \$129,154.00. The contract will be a not to exceed amount of \$175,000.00

Task	Fee	Contract Type
Inventory	\$37,950.00	Firm Fixed Price
Plan	\$91,204.00	Firm Fixed Price
Totals:	\$129,154.00	

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,

Dana Karcher
Project Developer
Davey Resource Group, Inc.
www.daveyresourcegroup.com