

EXHIBIT A SCOPE OF SERVICES

Conservation Easement Monitoring

Contractor shall provide comprehensive conservation easement monitoring services for the City's conservation easements, consisting of 43 properties in Washtenaw County, with more to be added over the course of this agreement. For each conservation easement to be monitored, the City will provide Contractor the name and contact information of the property owner, a survey, relevant GIS data, and a copy of the conservation easement and Baseline Documentation Report. Contractor shall complete all monitoring prior to the end of the calendar year in which the monitoring was requested. If Contractor anticipates that it will be unable to complete monitoring of all easements by the end of the year, Contractor shall notify the City as soon as possible, but no later than September 30th of that year. The City may remove any conservation easement from the list of properties to be monitored by Contractor at any time.

Contractor shall notify and receive authorization to proceed from the City prior to incurring any costs or commencing monitoring for each conservation easement. The City may set the priority of easement monitoring. Contractor must notify the City as soon as Contractor becomes aware that any individual monitoring report will incur more than 8 hours of time. Contractor shall not incur, and the City shall not be obligated to pay for, more than 8 hours per report unless the additional time is preauthorized by the City. Contractor shall perform the easement monitoring in compliance with Land Trust Alliance standards and practices and City directions.

Contractor will notify the City immediately if a violation or potential violation is noted during a monitoring visit. Contractor will provide relevant information, such as photos, to City staff pertaining to a potential conservation easement violation, and the City may request that Contractor perform additional investigations of potential or actual violations. Contractor will provide a standardized written report to the City, consistent with City requirements, within 30 days of completing each conservation easement monitoring visit. Reports will be sent to:

Rosie Pahl Donaldson, Land Acquisition Supervisor
Parks & Recreation Services
3875 E. Huron River Drive, Ann Arbor, MI 48104
rpahldonaldson@a2gov.org
(734) 794-6627 x43483

Baseline Documentation Reports

It is anticipated that the City will require Baseline Documentation Report services for multiple properties during the term of this agreement. This agreement is intended to be a

standing contract under which the City may request that Contractor provide Baseline Documentation Report services for the City on an as-needed basis.

The City will send a request for Baseline Documentation Report services to Contractor based on the fee schedule in Exhibit B. Contractor shall respond to a City request for services in writing within 5 business days after receipt of the request, stating whether the request is accepted or not. Contractor is not obligated to accept all requests for services by the City, but shall accept a City request if Contractor has the capacity at the time of the request. If Contractor accepts the City's request, Contractor shall be bound by the requirements of this agreement in performing the requested services. Contractor must notify the City as soon as Contractor becomes aware that any individual Baseline Documentation Report will incur more than 40 hours of time. Contractor shall not incur, and the City shall not be obligated to pay for, more than 40 hours per report unless the additional time is preauthorized by the City.

City will request Baseline Documentation Reports by December 31 for the following calendar year. Contractor and the City will agree to a schedule for specific Baseline Documentation Reports. If the City makes and Contractor accepts a request for an expedited Baseline Documentation Report (i.e. delivery in less than 60 days), then Contractor may charge the City up to 125% of the rates listed in Exhibit B for expedited service.

For each requested Baseline Documentation Report, City staff will provide Contractor with property owner contact information, relevant GIS data, a copy of the final conservation easement survey, the latest draft of the conservation easement, environmental assessment reports, a copy of the latest title report, and any additional available inventory information deemed necessary by the City or Contractor (botanical, wildlife, etc). Contractor will provide a draft of the Baseline Documentation Report for City staff to review, followed by an editable version of the Baseline Documentation Report in final form, associated appendices, and spatial data generated through the Baseline process. Baseline Documentation Reports must adhere to Land Trust Alliance Standards and Practices and/or Land Trust Accreditation Commission standards, and where feasible use best practices in the Baseline Documentation Reporting field.

Current Conditions Reports

It is unknown whether the City will require Current Conditions Report services during the term of this agreement. This agreement is intended to be a standing contract under which the City may request and Contractor may advise that that Contractor provide Current Conditions Report services for the City on an as-needed basis.

Should a Current Conditions Report be requested, the City and Contractor shall follow the guidelines set forth for Baseline Documentation Reports above.

Revisions

In the event that revision of a requested Deliverable is necessary due to Contractor's error or oversight, Contractor shall appropriately revise the Deliverable at no cost to the City and shall submit the revised Deliverable within 10 days after the City notifies Contractor of the error or oversight. If revision of a Deliverable becomes necessary because of additional requirements requested by the City, the City shall pay for such revision.

Other Services

Requests for other services under this agreement shall be performed by Contractor on terms approved by the Contract Administrator and accepted by Contractor, except that such terms shall not conflict with the provisions of this agreement.

Client/Intended User

The client for each Deliverable shall be the City of Ann Arbor. Other intended users shall be as designated by the City.

Delivery

Time is of the essence for each provision of this agreement. If Contractor fails to complete and deliver a Deliverable on time, the City may either (1) reject the late Deliverable and have no liability for payment for the Deliverable, or (2) may accept the Deliverable late and deduct from the total fee incurred for the Deliverable as liquidated damages one-third of one percent (1/3 of 1%) per calendar day for the first 15 days and one percent (1%) per calendar day thereafter. If the City elects to pursue liquidated damages, the City may deduct the value of those damages from amounts owed to Contractor for other Deliverables under this agreement.