

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
DAVEY RESOURCE GROUP, INC.
AND THE CITY OF ANN ARBOR
FOR 2021 URBAN & COMMUNITY FORESTRY MANAGEMENT PLAN UPDATE**

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Davey Resource Group, Inc. ("Contractor"), a(n) Ohio Corporation, with its address at 295 South Water Street, Suite 300, Kent Ohio 44240. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means Public Services Area, Public Works Unit.

Contract Administrator means Tiffany Giacobazzi, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Project means 2021 Urban & Community Forestry Management Plan Update.
Project name

II. DURATION

Contractor shall commence performance on July 19, 2021 ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

- A. The Contractor agrees to provide urban forestry professional services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

- B. Living Wage. If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor

written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:
Joe Gregory
Regional Operations Manager
Davey Resource Group, Inc.
295 South Water Street, Suite 300
Kent, Ohio 44240

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
Craig Hupy

301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in

which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together Exhibits A, B, and C, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR

By _____
Type Name

Its

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Craig Hupy, Service Area Administrator

Tom Crawford, City Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

July, 2021

The following work specification details all deliverables including deliverable products and worked to be performed by Davey Resource Group, Inc. (hereinafter referred to as DRG) in connection with the City of Ann Arbor, Michigan (hereinafter referred to as Client).

DRG and the Client project managers will be the primary point of contact for all critical project related communication. This will ensure frequent communication so that both parties are informed of project progress, challenges, and any resultant changes in requirements or schedules. Project delivery dates contained in this document are approximate and based on conditions at the time of the contract. Changes to this schedule should be noted in writing to both the Client and DRG representatives with documentation on the need for change. Changes to either the Client representative or the DRG representative should also be noted in writing.

<u>Client:</u>	<i>Primary Contact:</i> Tiffany Giacobazzi
	<i>Title:</i> Urban Forestry & Natural Resources Planning Coordinator
	<i>Desk Phone:</i> 734.794.6356
	<i>Mobile Phone:</i> 248.444.5721
	<i>E-mail:</i> tgiacobazzi@a2gov.org
	<i>Mailing Address:</i> Wheeler Service Center 4251 Stone School Road Ann Arbor, MI 48108

<u>DRG:</u>	<i>Project Manager</i> Kerry Gray
	<i>Title:</i> Principal Consultant/Urban Forester
	<i>Phone:</i> 734.249.3576
	<i>E-mail:</i> kerry.gray@davey.com
	<i>Mailing Address</i> c/o Davey Resource Group, Inc. 295 South Water Street, Suite 300 Kent, Ohio 44240

Task 1: Kick Off Meeting

DRG will meet with the City to review the Scope of Work. The meeting should include the core of DRG's project team and key City staff affiliated with the project. The agenda will be developed by DRG with input from the City.

City Involvement

The City is expected to secure an appropriate meeting location, which may include a virtual meeting platform, and attend the meeting.

Timeframe/Deliverables

Please see attached Timing Chart for Task 1 timeframe. A planned meeting with follow-up notes for review. Standards set for progress meetings throughout the project.

Task 2: Data Collection and Review

DRG will obtain and review research and reports that pertain to Ann Arbor's urban forest. These include but are not limited to:

- 2015 Urban & Community Forestry Management Plan
- 2010 UTC Assessment
- 2013 i-Tree Ecosystem Analysis
- Sustainability Framework document
- Natural Features Master Plan
- A2Zero Carbon Neutrality Plan
- Climate Action Plan
- Tree planting data from within the City
- Tree inventory data (2009 and 2020)
- Applicable tree and development ordinances with the City
- The Sustainable Urban Forest, by Michael Leff
- Vibrant Cities Network applicable articles and case studies
- Tree Risk Management research including, but not limited to:
 - Ann Arbor's current policies and approach to tree risk management
 - Urban Tree Risk Management: A Community Guide to Program Design and Implementation (USFS)
 - ISA available tools on tree risk management
 - Comparison communities that have effective tree risk management programs
- Review and understand threats to the urban forest of Ann Arbor, including pests, diseases, climate change, invasive species, and human impact through development.
- Species adaptability studies (Center(s) for Urban Forest Research - USFS)
- Urban Wood Network Municipal members
- i-Tree Tools; i-Tree Eco

DRG will evaluate the most recent inventory through iTree Eco. i-Tree Eco is a powerful tool for understanding the values and benefits that trees provide to the community. The data that was collected during the most recent inventory will be analyzed to develop analyses and estimates of factors such as urban forest structure, pollutant reduction, carbon sequestration, avoided runoff, values of trees and environmental benefits, and related metrics and indicators.

City Involvement

Provide DRG with any city-owned documents and be available for questions and guidance.

Timeframe/Deliverables

Please see attached Timing Chart for Task 2 timeframe. An initial findings report that characterizes the opportunities and challenges faced by Ann Arbor.

Task 3: Community and Stakeholder Engagement

DRG will engage SmithGroup to join the project team to lead community engagement activities. Additionally, Dr. Christine Carmichael will be a Policy Advisor to assure that the Stakeholder engagement process reaches as many constituencies as possible in a fair and equitable way.

Sessions will be interactive, soliciting responses from participants. DRG anticipates the following sequence of engagement sessions:

- **Session #1 & #2:** Two sessions with similar content that are held on different days or in different geographies. These sessions are focused on sharing information about the current state and management of the urban forest (“inform”) and soliciting feedback from participants and stakeholders through question & answer discussions, live polling, and/or questionnaire survey (“listen”). These sessions are anticipated to be held remotely/virtually, with an option for physical surveys or special accommodations for those without access.
- **Session #3:** This session will focus on sharing draft findings and a menu of recommendations under consideration. Participants may be involved in the process of refining and/or prioritizing recommendations, if needed.

Overall, public and stakeholder input will be used in a number of ways, mainly:

- A series of goals and objectives will be developed; these will be significantly based on stakeholder input.
- Summary reports of the input from each of the meetings will be prepared and submitted. This stakeholder input will help to inform the priorities identified and integrated into the plan.
- A summary of the process and the input provided by residents, businesses, institutions and any other stakeholders will be developed and included as an appendix to the report.

City Involvement

Secure appropriate meeting space (if in person) and publicize meetings and events. Provide any internal distribution lists, key stakeholders or stakeholder groups, or other related engagement resources. City will be available to answer questions and provide guidance.

Timeframe/Deliverables

Please see attached Timing Chart for Task 3 timeframe. Approved public engagement outline, and subsequent results of the public engagement.

Task 4: Identify and Evaluate Opportunities and Recommendations (Plan Development)

The effort and summary materials produced in other phases on this project will culminate in the integration of data and the development of an updated Urban & Community Forestry Management Plan (UCFMP) that provides strategic guidance over the next 5 years. We will incorporate the data that has been gleaned through scanning the work and the research of the past and present, and through the process of stakeholder and community engagement. The plan will include goals, objectives, recommendations, and strategies that will include behavioral and science based solutions.

The document will be narrative text and graphic representation that will incorporate sections on Program, Policy, Management, Operations, Public Tree Inventory, Community Participation, and Education. Text may be based, in part, on the City's original plan. Similarly, goals, objectives and recommendations from the prior plan will be examined, evaluated, and updated if appropriate. New recommendations will be developed as changes and needs come to light through research and engagement. New items will be included in the plan including potential urban wood reuse program, climate change adaptation, and tree risk management.

The plan narrative includes a discussion of:

- **Challenges.** Challenges faced by Ann Arbor that are affecting the urban forest. This includes information that is covered in our interviews, research and outreach. We look at general categories including community growth, equity, climate change, health challenges, pests and diseases, changing demographics, etc.
- **Urban Forest Indicators.** A comparison with common indicators of healthy, vibrant urban forests allows the project team to participate in conversations based on minimum standards, expected outcomes, and actions that drive results. Using the indicators allows the team to have conversations based on minimum standard metrics for community trees, those that interact with them, and those that manage them.
- **Priorities and Themes.** Themes begin to develop during the research, outreach and engagement part of plan development. Both the internal and external priorities together with these themes set the stage for the plan's direction and actions.
- **Guiding Principles.** We also develop some guiding principles that act as further direction in plan development. We will include equity in the principles.
- **Urban Forest Values.** Using details gathered through the inventory, we present a complete and comprehensive section on why trees matter. This is where we include the benefits of Ann Arbor's trees to the community as well

as what those benefits mean. This will be developed through the use of i-Tree Eco.

- **Recommendations.** As we take into account the priorities and themes discovered in Tasks Two and Three, we develop our recommendations based on where we see gaps in management and community need. These recommendations fall into the categories that are made clear as the plan progresses. If the recommendations need resources to complete, we add what those resources are in general costs.
- **Monitoring and Measurement.** The final portion of the plan focuses on developing a component to determine effectiveness of the implementation of the UCFMP. This can be a methodical and simple follow-up with assignments for review on an annual basis.

Plan goals, objectives and recommendations will be presented within one section of the document. As stated, they will include actions items, potential estimated costs, results, and timeframes for implementation and/or completion.

Process for the development of the Urban and Community Forestry Management Plan (UCFMP):

- **Document Outline: UCFMP Draft 1 (80% complete, unformatted).** DRG will provide a document outline for review with City staff prior to beginning the first draft of the UCFMP. From that outline, we will develop our first draft for the City's review and comments. Feedback on this draft version is anticipated to focus on completeness of content and includes feedback on plan goals.
- **UCFMP Draft 2 (95% complete, unformatted).** The version of the draft will have additional polish and wordsmithing and provide City reviewers to give feedback on elements of style and grammar that ensure it has the city's voice. Once Ann Arbor's team provides their feedback on this 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.
- **UCFMP Draft 3 (99% complete, formatted through inDesign).** This version of the draft is an opportunity for the City to review the graphic design element of the plan, adjust images and graphic design elements. Moving into the design phase, we tailor the plan 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. Design and deliverable concepts can vary. We have an internal design team that supports our clients projects in up-to-date design work that coordinates with your community image and culture. During the initial work on the project, we provide you with a color palette(s) and design concepts that you can choose from to tell the story of the Urban and Community Forest Management Plan in a way that meets the needs of Ann Arbor. At this time, we will also develop the presentation requested for use in aiding approval of the plan.

- **UCFMP Final Version (100% complete, including presentation).** Two printed and bound copies of the final version will be presented to the City. We will also deliver an electronic PDF file. In addition, we can deliver the plan in InDesign files for the City's use. In this way, the City can have complete access to the UCFMP content for additional customizations.

City Involvement

The City is expected to review draft versions of the updated plan in a timely fashion to ensure that it is in the correct format and meets the City's expectations and needs. All comments will be provided to DRG in a compiled document, and with any conflicting comments fully resolved.

Timeframe/Deliverables

Please see attached Timing Chart for Task 4 timeframe. Draft versions of the Urban and Community Forestry Management Plan at 80%, 95%, 99% and 100% as well as a presentation for use when going for approval of the updated plan.

Timing Schedule

Task	Team Members	Hours	Month of Completion											
			1	2	3	4	5	6	7	8	9	10	11	
Task One: Kick Off Meeting	Gregory	2	■											
	Mueller	2	■											
	Gray	4	■											
	Hanson	3	■											
	Joyner	2	■											
	Kiley	4	■											
	Carmichael	2	■											
Steering Committee Meetings	Gray	15		■		■		■		■		■		■
	Hanson	15		■		■		■		■		■		■
Task Two: Data Collection and Review														
Document Research and Review	Gray	24		■	■	■								
	Joyner	45		■	■	■								
Analysis of Inventory	Gray	4		■	■	■								
	Joyner	20		■	■	■								
i-Tree Eco/Inventory Comparison	Jenkins	18		■	■	■								
Urban Wood Reuse	Gray	5		■	■	■								
	Joyner	10		■	■	■								
	Hickman	20		■	■	■								
Risk Management	Gray	5		■	■	■								
	Joyner	10		■	■	■								
Urban Tree Canopy Goal	Gray	5		■	■	■								
	Joyner	10		■	■	■								

Task	Team Members	Hours	Month of Completion										
			1	2	3	4	5	6	7	8	9	10	11
Task Three: Community and Stakeholder Engagement													
Stakeholder Focus Groups (8 Focus Groups)	Gray	25			■	■	■	■	■				
	Hanson	20			■	■	■	■	■				
Develop Portal/Website (Graphics, Development, Coord.)	Gray	4		■									
	Kiley	5		■									
	Hines	17		■									
Prep for Engagement Session 1&2 (materials, presentations, etc)	Gray	4		■									
	Hanson	3		■									
	Kiley	8		■									
	Hines	24		■									
Session 1—Coordination, Logistics, Facilitation (Two-hour session)	Gray	3			■								
	Kiley	4			■								
	Hines	8			■								
	Hanson	3			■								
Session 2—Coordination, Logistics, Facilitation (Two-hour session)	Gray	3						■					
	Hanson	3						■					
	Kiley	4						■					
	Hines	8						■					

Timing (continued)

Task	Team Members	Hours	Month of Completion											
			1	2	3	4	5	6	7	8	9	10	11	
Web + Print Survey Creation—Draft, Formatting, Finalization	Gray	4												
	Joyner	2												
	Kiley	3												
	Hines	6												
Survey + Session 1&2 Result Tabulation and Graphics	Gray	3												
	Kiley	4												
	Hines	8												
Prep for Engagement Session 3	Gray	3												
	Kiley	4												
	Hines	8												
Session 3—Coordination, Logistics, Facilitation (Two-hour session)	Gray	3												
	Hanson	3												
	Kiley	4												
	Hines	8												
Final Engagement Summary Report	Gray	4												
	Joyner	4												
	Kiley	8												
	Hines	16												
Engagement Equity Support	Carmichael	20												

Task	Team Members	Hours	Month of Completion											
			1	2	3	4	5	6	7	8	9	10	11	
Task Four: Plan Development														
Draft 1	Gray	40												
	Joyner	110												
	Kiley	16												
	Hines	40												
	Carmichael	30												
Draft 2	Gray	30												
	Joyner	50												
	Carmichael	8												
Draft 3	Gray	10												
	Joyner	20												
Presentation	Gray	2												
	Joyner	10												
Layout and Graphics	Varies	60												
Other: Project Management	Gray	33												
	Hanson	33												
	Kiley	16												
	Carmichael	10												
Total Hours		1004												

EXHIBIT B

COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

[REMAINDER OF PAGE LEFT BLANK; FEE SCHEDULE FOLLOWS]

Revised Fee Proposal

Task One: Kick Off Meeting	
Kick Off Meeting	\$2,250
Five Steering Committee Meetings	\$6,650
Task Two: Data Collection and Review	
Document Research	\$3,280
Analysis of Inventory, i-Tree Eco	\$4,350
Urban Wood Reuse	\$4,450
Risk Management	\$1,450
Task Three: Community and Stakeholder Engagement	
Stakeholder Focus Groups (8 Sessions)	\$5,200
Meeting Preparation (Stakeholder Focus Groups)	\$1,010
Public Engagement Outline	\$2,640
Develop Portal/Website (Graphics, Development, Coord.)	\$3,080
Two Early Engagement Sessions with similar content/approach (Materials, Presentations, preparation, etc.	\$9,620
Web + Print Survey Creation—Draft, Formatting, Finalization	\$1,940
Survey + Session 1 & 2 Result Tabulation + Graphics	\$4,020
One Late Engagement Session—Preparation, Coordination, Logistics, Facilitation (Two-hour session)	\$4,490
Final Engagement Summary Report	\$4,260
Equity Review of Engagement	Included
Task 4: Draft Plan	
Draft 1	\$25,160
Draft 2	\$8,320
Draft 3	\$2,900
Presentation	\$1,090
Layout and Graphics	\$5,000
Other: Project Management	\$11,840
Total:	\$113,000

**EXHIBIT C
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

- A. The Contractor shall have insurance that meets the following minimum requirements:
1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
 2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
 3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Project General Aggregate
\$1,000,000 Personal and Advertising Injury
 4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
 5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.