

ADDENDUM NUMBER 1
to
DAVEY RESOURCE GROUP TREE ORDINANCE REVIEW AGREEMENT

WHEREAS the parties, **Davey Resource Group, Inc.**, (“Davey”), and **The City of Norman**, (“City”), executed an Agreement on July 20th, 2023, attached hereto as Exhibit A, regarding revising the City of Norman Tree Ordinance, and

WHEREAS Davey is a leading provider of a full range of natural resource and utility consulting services, and

WHEREAS the City now desires to retain Davey to perform additional services, and Davey desires to perform such services for the City, upon the terms and subject to the conditions set forth in this Addendum, and

WHEREAS this Addendum is effective this _____ day of _____, 20__ (the “Effective Date”).

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions contained in the Agreement and set out in this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Exclusive Terms and Conditions. The parties intend for this Addendum, together with Exhibit A, Exhibit B, and Exhibit C, to exclusively govern and control each of the parties’ respective rights and obligations regarding the Services (as defined below). Without limiting the foregoing, any additional or different terms contained in any purchase order or other request or communication from the parties pertaining to the Services will not modify this Addendum nor be binding on the parties.

2. Services. The City hereby retains Davey to perform the services set out in Exhibit B and Exhibit C (the “Services”). Davey shall furnish all labor, materials, tools, equipment, and competent supervision necessary to complete the Services. Davey will perform the Services in accordance with the specifications set forth in Exhibit B and Exhibit C (the “Specifications”). Notwithstanding, Davey agrees that the services contained in Exhibit C shall only be performed after completion of the services contained in Exhibit B and after sufficient funding is available to the City for the services contained in Exhibit C.

3. Fees and Expenses.

3.1 As consideration for the performance of the Services, the City shall pay to Davey the fees set forth in Exhibit B and Exhibit C (the “Fees”). The City shall pay the Fees to Davey within thirty (30) days after receipt of each valid invoice from Davey (“Invoice”). Additional Services, and their related fees, may be added to Exhibit B and C from time to time upon terms mutually agreed upon by the parties in writing.

3.2 To the extent permitted by Oklahoma law, any Invoice not paid in full within thirty (30) days of the Invoice receipt date is subject to a late fee in the amount of 1.5% of the

unpaid Invoice balance per month until the invoice is paid in full (“Late Fee”). The City understands and agrees that the Late Fee reasonably represents Davey’s damage and loss resulting from late payments. The payment to and acceptance by Davey of a Late Fee will not constitute a waiver by Davey of the City’s default with respect to any overdue amounts, nor prevent Davey from exercising any of the other rights and remedies granted at law or equity. Davey reserves the right to use any and all means of collection available under applicable Oklahoma law to collect any amount past due. If Davey initiates litigation or other collection action against the City to recover any amount, the City shall pay all litigation and collection costs and expenses, including reasonable attorneys’ fees and expert witness fees, incurred by Davey in connection with such litigation or collection act.

3.3 Upon the City’s request, prior to the final payment, Davey will deliver evidence that all of Davey’s indebtedness in connection with the Services has been satisfied. Acceptance of final payment will not be deemed a release or waiver of any claims by either party under this Addendum.

4. Timing. Davey will perform the Services in accordance with a schedule mutually agreed upon by the parties. Davey will promptly respond to the City’s inquiries and reasonable requests during the Term (as defined below).

5. Limited Warranty. For a period of ninety (90) days from the date Services are performed (the “Warranty Period”), Davey warrants to the City that the Services will be performed in a timely, professional, and workmanlike manner by qualified personnel (the “Limited Warranty”). If it is determined that Davey has breached the Limited Warranty, Davey will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. **This remedy will be City’s sole and exclusive remedy and Davey’s entire liability for any breach of the Limited Warranty, to the extent allowed under Oklahoma law.** To the greatest extent permitted by Oklahoma law, except for the Limited Warranty, Davey makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

6. Authority to Grant Access to Job Site. The City represents and warrants that the City has full authority and the legal right to authorize and grant access, and does hereby authorize and grant access, to Davey to enter the job site, including all streets, sidewalks, and all surrounding property or areas necessary to gain access to or remove material from the job site. The City understands and agrees that Davey has relied upon such representation and warranty to perform its services under this Addendum.

7. Source Materials. The City will furnish to Davey all source materials, system diagrams, circuit diagrams, databases, and maps related to the City’s facilities that are necessary for Davey’s performance of the Services (“City Source Materials”). Davey disclaims any liability for errors, omissions, or inaccuracies contained in or resulting from City Source Materials or information obtained from any third party or publicly available source.

8. Service Reports. Upon the City's request during the Term, Davey will provide service reports in form and manner reasonably acceptable to the City. Davey agrees to be maintain all records and reports associated with the Services for a period of three (3) years following completion of the Services.

9. Compliance with Laws. Davey will perform the Services in compliance with applicable federal, state, and local laws, regulations, and ordinances. Davey will maintain in effect during the Term all licenses, permissions, authorizations, consents, and permits required to perform the Services.

10. Independent Contractor. It is understood and acknowledged that in providing the Services, Davey acts in the capacity of an independent contractor and not as an employee or agent of the City. Davey will control the conditions, time, details, and means by which Davey performs the Services. Neither party will have the authority to commit the other party or bind the other party to any obligation or liability or to act for or on behalf of the other party.

11. Confidentiality. All non-public, confidential, or proprietary information (collectively, "Confidential Information"), including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by Receiving Party, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Addendum is confidential, solely for Receiving Party's use in performing this Addendum or exercising its rights under this Addendum and may not be disclosed or copied unless authorized by Disclosing Party in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Addendum; (b) is obtained by Receiving Party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure; or (d) was independently developed by Receiving Party without referencing or using any Confidential Information. Upon termination or expiration of this Addendum, or at any time upon Disclosing Party's request, Receiving Party shall promptly return all documents and other materials received from Disclosing Party, and destroy or erase all other documents and electronic files containing Confidential Information and certify that such documents and information have been destroyed or erased. Notwithstanding the foregoing, Receiving Party may retain a copy of Confidential Information in connection with its legal document retention policies, and any Confidential Information retained will remain subject to the obligations in this Section. Receiving Party will be liable for any breach of this Section by any of its employees or agents. Disclosing Party will be entitled to injunctive relief for any violation of this Section, without any requirement to post a bond or other security. This Section 11 shall survive the completion or termination of this Addendum.

12. Indemnification.

12.1 Each party (the “Indemnifying Party”) shall indemnify, defend, and hold harmless the other party, and its officers, directors, employees, agents, representatives, successors, and assigns, (collectively, the “Indemnified Party”), from and against any and all claims, suits, actions, causes of action, and proceedings and any and all related liabilities, losses, damages, costs, and expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, “Losses”) asserted against or incurred by the Indemnified Party if and to the extent caused by the Indemnifying Party’s material breach of any term or provision of this Addendum or the negligence or willful misconduct of the Indemnifying Party, or its employees, representatives, or contractors. If and to the extent that Losses are caused by the joint conduct of the parties, then a party’s duty of indemnification shall be in proportion to that party’s contribution to the cause of such Losses.

12.2 The indemnification obligations of the parties under this Section are contingent upon the Indemnified Party: (i) notifying the Indemnifying Party promptly of the claim and giving that party the exclusive right to control and direct the investigation, preparation, and settlement of the claim; and (ii) giving the Indemnifying Party, at the expense of the Indemnified Party, reasonable cooperation; provided, however, that the failure of the Indemnified Party to promptly give the Indemnifying Party notice shall affect that party’s obligation to indemnify only to the extent the rights of that party are materially prejudiced by such failure, and further provided that the Indemnified Party may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

12.3 This Section 12 shall survive the completion of the applicable Services for a period of one (1) year.

13. Limitation of Liability.

13.1 Notwithstanding anything to the contrary in this Addendum, to the extent permitted by law, in no event shall either party be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues or diminution in value, arising out of, or relating to, this Addendum or in connection with any breach under this Addendum, regardless of (a) whether such damages were foreseeable, (b) whether or not the party was advised of the possibility of such damages, (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and (d) the failure of any agreed or other remedy of its essential purpose.

13.2 Notwithstanding anything to the contrary in this Addendum, to the extent the Services involve the evaluation or documentation (“Observational Data”) of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, “Subjects”), the Observational Data will pertain only to the specific point in time it is collected (the “Time of Collection”). Davey will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection, including, but not limited to, decay or damage by the elements, persons or implements,

insect infestation, deterioration, or acts of God or nature or otherwise (collectively, “Changes”), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of the City or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. 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 Subjects 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. To the extent the City requests Davey’s guidance on City’s permitting and license requirements, Davey’s guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee the City’s compliance with any particular federal, state, or local law, code, or regulation. Davey may review information provided by or on behalf of the City, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, “Source Information”). Davey assumes the genuineness of all Source Information. Davey disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

14. Release of Claims Relating to Job Site Conditions. The City hereby releases Davey from any and all claims of any kind, including claims for personal injury, death, and property damages, arising from or relating to any condition of the job site or any hazard on the job site that existed prior to the execution of this Addendum or was caused by a party not controlled by Davey, whether known or unknown.

15. Insurance. Davey, at its own expense, shall maintain during the progress of any services performed pursuant to this Addendum the following minimum limits of insurance, naming the City as an additional insured: (a) Workers’ Compensation Insurance in at least the minimum amount required by and in compliance with the laws of the State where the services are to be performed; (b) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Automobile Liability Insurance covering owned, non-owned, and hired vehicles used by Davey in connection with the services in an amount not less than \$1,000,000 per accident combined single limit, \$1,000,000 aggregate.

16. Term. This Addendum shall commence as of the Effective Date and shall continue in effect until the completion of the Services, unless sooner terminated pursuant to Section 17 (the “Term”).

17. Termination.

17.1 Either party may terminate this Addendum for convenience effective upon thirty (30) days’ prior written notice to the other party.

17.2 In the event of a material increase in labor costs occurring during the performance of this Addendum through no fault of Davey, Davey may at its option terminate this

Addendum, attempt to re-negotiate the Fees, or request an equitable adjustment to the Fees. A change in labor costs shall be considered material when the labor costs increase by more than 3% during the term of this Addendum.

17.3 Either Party may terminate this Addendum, effective upon written notice to the other Party (the “Defaulting Party”), if the Defaulting Party: (a) materially breaches this Addendum, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within fifteen (15) days after receipt of written notice of the breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within thirty (30) days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

17.4 Upon the expiration or termination of this Addendum for any reason, the City shall pay Davey for all work performed, and reimburse Davey for all non-cancellable costs properly incurred by Davey in connection with the Services, up to the date of expiration or termination, as applicable.

18. Survival. Termination or expiration of this Addendum does not affect any rights or obligations under this Addendum that by their nature or intent survive the termination or expiration of this Addendum.

19. Force Majeure. Notwithstanding anything to the contrary in this Addendum, neither party shall be liable or responsible, nor be deemed to have defaulted under or breached this Addendum, for any failure or delay in fulfilling or performing any term of this Addendum, if the party’s failure or delay is caused by or results from any of the following events: acts of God, flood, fire, earthquake, hurricane, epidemic, explosion, war, invasion, hostilities, terrorist threats or acts, riot, government order or law, embargoes, blockades, or other similar events beyond the reasonable control of the party.

20. Further Assurances. Each party shall use commercially reasonable efforts to, from time to time at the request of the other party, furnish the other party the further information or assurances, execute and deliver such additional documents, instruments, and conveyances, and take other actions and do other things, as may be reasonably necessary or appropriate to carry out the provisions of this Addendum and give effect to the transactions contemplated by this Addendum.

21. Assignment. Either party shall not assign or transfer any of its rights or obligations under this Addendum without the prior written consent of the other party. Any purported assignment or transfer in violation of this Section shall be null and void. No assignment or transfer shall relieve the assigning party of any of its obligations under this Addendum.

22. Severability. If any provision of this Addendum is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

23. Waivers. No waiver by either party of any of the provisions of this Addendum shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by either party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.

24. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Addendum shall be in writing and shall be deemed to have been given: (a) when delivered by hand; (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth in this Addendum (or to such other address that may be designated by a party from time to time in accordance with this Section). Notice to City shall be addressed to: Director of Parks and Recreation Department, 225 N. Webster Ave. Norman, Oklahoma 73070. Notice to Davey shall be addressed to: Davey Resource Group, Inc., 295 S. Water Street, Kent, Ohio 44240.

25. Entire Agreement; Amendments. This Addendum, together with Exhibit A, Exhibit B, and Exhibit C, constitutes the entire agreement between the parties and supersedes all other communications, oral and written, between the parties relating to the subject matter of this Addendum. This Addendum may be amended, modified, or supplemented only by an agreement in writing signed by both parties.

26. Choice of Law and Forum. This Addendum will be governed by and construed in accordance with the internal laws of the State of Oklahoma, without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Oklahoma. Any legal suit, action or proceeding arising out of or related to the Services or this Addendum, or the matters contemplated under this Addendum, shall be instituted exclusively in the state courts located in Cleveland County, Oklahoma, or the United States District Court for the Western District of Oklahoma, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or inconvenient forum.

27. Counterparts. This Addendum 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. A signed copy of this Addendum delivered by facsimile, e-mail, or other means

of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Addendum.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed as of the Effective Date. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

DAVEY RESOURCE GROUP, INC.


BY: 

Amber Krebbers, Regional Operations Manager

ACKNOWLEDGEMENT

STATE OF OHIO)
) ss:
COUNTY OF PORTAGE)

Before me, a Notary Public in and for the State of Ohio, on this 10th day of April, 2024, personally appeared Amber Krebbers, to me known to be the identical person who subscribed their names to the foregoing instrument as their free act and voluntary deed for the uses and purposes therein set forth.


NOTARY PUBLIC

My Commission No. 2023-RE-867566 Expires: August 22, 2028 [SEAL]



KAYLEE YUTZY
Notary Public
State of Ohio
My Comm. Expires
August 22, 2028

CITY OF NORMAN

APPROVED this _____ day of _____, 2024 by the Norman City Council.

Larry Heikkila, MAYOR

ATTEST:

Brenda Hall, City Clerk

APPROVED as to form and legality this _____ day of _____, 2024.

CITY ATTORNEY

June 21, 2023

Colin Zink
City of Norman

RE: Ordinance Review Scope of Work

Dear Colin,

Thank you for the opportunity to work with the City of Norman on analyzing and revising your city's tree ordinance. This letter is to outline the specifics of the project that we discussed and to provide pricing for you.

It should be noted that a tree ordinance and its effectiveness can be influenced by many factors. It should meet the following criteria:

1. Goals should be clearly stated, and ordinance provisions should address the stated goals.
2. Responsibility should be designated, and authority granted commensurate with responsibility.
3. Basic performance standards should be set.
4. Flexibility should be designed into the ordinance.
5. Enforcement methods should be specified.

It is also important to note that at some level, there should be stakeholder feedback. This may be developers and/or contractors, or other interested parties. We have added that to our scope of work as an online meeting.

Scope of Work

The proposed project has four key components:

- DRG's team of experienced professionals will **review existing policies and ordinances** to gain a sense of city goals and priorities. This initial review will provide the foundation on which the city's tree ordinance will be reviewed and changes recommended.
 - We do this by using a matrix of topics to assure that critical ordinance components are addressed with a simple "yes/no" and where they exist within the municipal code. The matrix include the following topics:
 - Public Tree Management and Protection
 - Tree Planting
 - Private Tree Protection and Preservation
 - Credentials of Tree Care providers
 - Within the review, we determine what should be left in the current ordinance or removed. (Some procedures or administrative policies are best left out of an ordinance and referenced in a "tree manual and standards of practice.". That manual is not included in this scope work. However, we let Norman know what procedures or policies should be in such a manual.)
- DRG will **meet with the Norman team** to review the matrix and let the city know what is missing or not needed. This meeting will guide the development of the draft recommendations.

- DRG will develop an **initial draft of ordinance recommendations**. The city will have an opportunity to review and provide comments before DRG finalizes the written ordinance prior to stakeholder engagement and for the city's final internal approval processes. This includes meeting with your legal department.
- DRG will develop a **final draft** of the ordinance to take to city council.

Pricing

Our current pricing for this project is \$11,850.00 which was budgeted in the urban forest plan. However, some items that were to be covered with other parts of the plan are not in this budget. Those include outreach to stakeholders as mentioned above. Those can take place on line and will be \$1,250.00 per 2 hour meeting. (That includes meeting prep, facilitation, and synthesis.) Knowing the importance of working with your legal department, we believe that we can do that at an hourly rate not to exceed 10 hours, at \$155.00 per hour. We will only bill for the hours that we use for that part of the project. The project total is \$14,650.00 with one stakeholder meeting and the full 10 hours of legal review support.

Experience and Expertise

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

cc: Sam Heywood, Project Manager

Authorization to Proceed

By signing this form, I do hereby acknowledge acceptance of the scope of work and associated fee, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed.

Client Name: *City of NORMAN*

Authorizing Signature: *Jason Olsen*

Title: *Jason Olsen - Director of Parks & Recreation*

Date: *7/20/23*

Davey Resource Group, Inc.

Name/Title:

Date:

TERMS AND CONDITIONS

- All pricing is valid for 30 days from the date of this proposal, after which time we reserve the right to amend fees as needed.
- Time and materials (T&M) estimates may fluctuate and will be billed accordingly. Fixed fee contract prices will be billed as shown.
- Invoicing will be submitted monthly for work performed, unless otherwise agreed upon.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.

LIMITED WARRANTY

Davey Resource Group, Inc. (“DRG”) provides this limited warranty (“Limited Warranty”) in connection with the provision of services by DRG (collectively the “Services”) under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the “Agreement”).

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the “Warranty Period”), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation (“Observational Data”) of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, “Subjects”), the Observational Data will pertain only to the specific point in time it is collected (the “Time of Collection”). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, “Changes”]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. When performing tree inventories or assessments, DRG 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 Subjects 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.

To the extent you request DRG's guidance on your permitting and license requirements, DRG's guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, "Source Information"). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. **This remedy will be your sole and exclusive remedy and DRG's entire liability for any breach of this Limited Warranty.** You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.



Updated Tree Inventory Proposal

Prepared For:

City of Norman, OK
Sent via Email
December 7, 2023

Prepared By:

Dana Karcher
Project Developer
Davey Resource Group, Inc.
Cell: 661-964-7158
E-mail: dana.karcher@davey.com

EXHIBIT B



Project Approach

The following sections describe DRG's overall approach, or methodology, for accomplishing the City of Norman's scope of work for the tree inventory. This section includes a plan of work for the tree inventory and explains the technologies we use to complete the inventory.

Dedicated to Safety

Safety is the number one priority of DRG. To ensure the safety of DRG's workers and those traveling nearby, DRG uses the following Personal Protective Equipment (PPE): ball caps (hard hats where required), high-visibility safety vests, employee identification badges, safety glasses, and over-the-ankle boots.

Tree Inventory Work Plan

To ensure that the tree inventory meets the city's goals and deadlines, DRG uses the following work plan:

Step 1. Communication

From project beginning to end, DRG staff keep open lines of communication with the city of Norman via telephone, e-mail, and, as needed, in-person meetings. DRG answers any questions Norman has as well as keeps the city apprised of the project's progress.

Step 2. Contract Phase

Once awarded the project, DRG executes a contract and supplies insurance per project specifications.

Step 3. Data Mining and Hardware Programming

The next step in the inventory process is to obtain the GIS data and imagery needed to set up the field computers used for data collection. DRG's urban foresters typically work with the city's GIS or planning department to complete this step. If necessary, we can get imagery from other public sources. DRG uses the data fields defined in this proposal and the imagery, maps, and data files obtained from the city and various sources to program the data collection software and field computers. At this time, we may contact you by phone to confirm the data attributes.

Step 4. Inventory Project Kick-Off Meeting

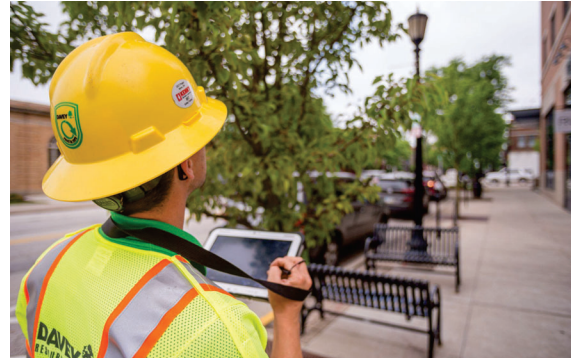
DRG staff will contact the city after contract execution to schedule a kick-off meeting. During the kick-off meeting, Norman's staff and the DRG project team discuss inventory safety and communication procedures and confirm project expectations and milestones. If possible, DRG's urban foresters assess a few trees with city staff to ensure consistent assessment results. This kick off meeting will be all encompassing of the entire project (both the inventory and the urban forest master plan) to save resources.

Step 5. Data Collection

DRG typically begins data collection after the kick-off meeting. Our experienced, qualified urban foresters locate trees, along improved street ROWs and in public parks and other city-owned properties, evaluate those trees and record the data specified by the city. The collected data, once finalized, are Norman's tree inventory database.

Quality Control and Assurance

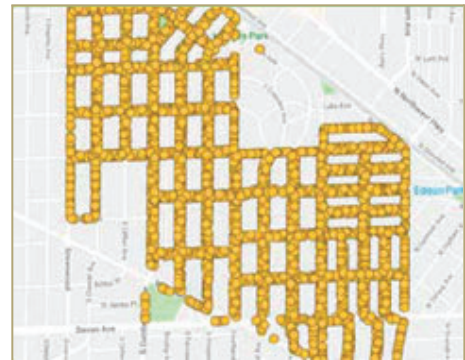
From the project’s start to its finish, DRG focuses on the experience the hamlet has working with DRG and the quality of the project’s deliverables. To ensure a good working relationship throughout the project, DRG collaborates with the hamlet early on to schedule fieldwork and meetings at mutually agreeable times and determine protocols for addressing questions and concerns that arise during data collection. DRG’s staff also stay in contact with the hamlet’s staff during all phases of the project to keep the hamlet informed of the project’s status. The following is an example of an inventory progress update, e-mailed on a set schedule such as weekly or bi-weekly, from DRG’s urban forester to the client.



INVENTORY PROGRESS UPDATE E-MAIL

Dear Valued Client:

Below is a recap of last week’s inventory progress. So far, we have inventoried 3,161 sites. The map (right) shows our progress in Zone C. We also had a chance to do some in-the-field quality assurance last week (bottom). We audited 1% of the data collected last week and found no critical errors.



We expect to wrap up data collection later this week. We predict that the remaining streets will have the same tree density, although the road running along the train tracks in the northeast may have slightly more trees. In all, we think that the total site count will be close to the pre-project estimate of 3,800 sites. We will keep everyone apprised if this expectation changes.

Katie will be on the ground this week, and Pete may come out to help with collection. If needed, they can be available for an in-person closing meeting. Otherwise, we can include the final site count and notes in a close-out e-mail.

As far as data delivery, we expect it will take a few days for GIS quality control checks after data collection is complete. We will follow up with an e-mail when your final inventory dataset is available in TreeKeeper®. If you have any questions or concerns, please reach out to me.

Thanks, Your DRG Urban Forester

Inventory Statistics				
Site Count to Date		Percent Complete		Estimated Total Site Count
3,161		83%		3,800
Quality Assurance				
Overall Critical Error Score	Target Critical Score	Overall Non-Critical Error Score	Target Non-Critical Score	Percent Audited
100%	98%	98.7%	95%	1%

Quality control and assurance continues during data collection. DRG's project manager and urban foresters use hot and cold data checks during fieldwork and encourage the city to do so as well. DRG regularly updates Norman on the project's status and makes the city aware of any situations that may need immediate attention. At the end of the project, DRG's IT specialists run computer diagnostics on the inventory data to make sure the data is clean. Finally, DRG answers any questions the city has about the data and our TreeKeeper® software and verifies Norman's satisfaction with DRG's work.

Accessing Inventory Data

DRG supplies access to the tree inventory data during data collection. To access tree records, utilize [TreeKeeper®](#) to view and field check data and even to route and plan for tree work.

Location Accuracy

DRG uses field computers and equipment that meet or exceed this project's location accuracy requirements. Having worked on thousands of tree inventory projects, DRG has found that using a combination of GIS and a customized data collection program provides the most exact data and the most efficient means for inventorying trees. DRG uses our in-house designed GIS software tool in conjunction with ruggedized computers with a GPS receiver to collect inventory data. Under favorable conditions, the equipment allows for sub-meter location accuracy of point data.

Individual Tree Inspection Process

During data collection, DRG's urban foresters walk by each tree and inspect the tree from the ground. Based on the conditions at the time of the inspection, DRG's staff identify the tree's species and its location, measure tree diameter, and rate its health. DRG's urban foresters also suggest the specific maintenance needs and priorities and other observations at this time. When data collection for an individual tree is complete, DRG's urban foresters walk to the next tree and follow the same steps, in the same order, to ensure consistent data collection.

DRG formally routes the collection of inventory data to ensure that staff collect all the sites in the project area in a systematic manner. Throughout the inventory process, DRG maps the streets, parks, and properties inventoried and shares that information with the city. DRG also informs the City of Norman where staff intend to collect data next. DRG's urban foresters collect data Monday through Friday and often on weekends with our clients' permission.

Data Fields

For Norman's inventory, DRG will collect the following data fields specified in the city's Request for Qualifications (RFQ) as defined below:

- Unique Tree Identity Number: The inventory software automatically generates a unique identifier number for each tree
- Mapping Coordinates: Provide the location of each tree using GIS/GPS.
- Location and Site Type: Includes address and site type (park, street, median, unmaintained, etc. This can be further defined prior to kickoff meeting.)
- Species: Trees identified by both genus and species, as well as common name
- Trunk Diameter: Measured to the nearest inch using a Biltmore stick, at 4.5 feet above the ground. Multi-stem trees will be noted in the "notes" category. Multi-stems that split below 4.5 feet will have the largest stem measured and then add half the diameter of all smaller stems to that measurement.

- Condition: General Condition of the tree will be observed and recorded following an adaptation of the ISA Best Management Practices rating system -
 - Good - 80-100%
 - Fair - 60-80%
 - Poor - 40-60%
 - Critical - <40%
- Maintenance Need: General category of the highest priority work to be completed -
 - N/A - nothing needed within the next 4-year prune cycle
 - Train - correcting structural issues for young trees
 - Clean - remove dead, broken, crossing limbs within the canopy
 - Raise - remove lowest limbs over streets, sidewalks, recreation areas paying attention to set codes and target conditions
 - Clearance - for traffic sightlines or street sign visibility, proximity to walls, etc.
 - Remove - tree is structurally compromised, too many dead limbs, etc.
- Maintenance Priority:
 - Young - structural pruning
 - Routine - can be completed during a regular maintenance cycle
 - Immediate - should be done as soon as staffing and funds allow
 - Critical - should be done as soon as possible (our inventory arborists will let the Norman contact know if we observe a critical tree within an agreed upon time frame so it can be dealt with right away.)
- Notes and Observations: DRG develops a drop down menu for agreed upon notes and observations.
- Name of the inventory arborist and date are automatically generated by the collections software

Option: Identifying Priority Planting Sites

When examining the state of Norman’s urban forest, it is essential to assess more than just the trees themselves. Species diversity is integral to the sustainability of an urban forest. Understanding your current stocking level and potential ability is crucial to short- and long-term planning. When assessing planting sites, we follow the mantra “Right Tree in the Right Place for the Right Reason”. DRG will determine planting sites based on factors such as growing space, overhead utilities, and proximity to signs, lights, intersections, etc. Due to the nature of inventorying available planting sites, DRG recognizes the importance of understanding your goals and objectives for this tree inventory project. Based on your priorities, we recommend considering the following options:

1. 100% Inventory. DRG will inventory all available planting sites during the tree inventory.
2. Partial Planting Site Inventory. DRG will prioritize and limit collection of the planting sites to keep the total number to approximately 25% of the total sites inventoried.
3. Five-Year Planting Strategy. Based on the current annual planting levels, DRG will locate five years of potential planting sites. For example, if the city plants 100 trees annually, then DRG will locate approximately 500 available sites. These sites can be a combination of small, medium, or large based on planting goals.
4. Priority Areas (i.e., Environmental Justice Areas). DRG will inventory available planting sites in predetermined areas during the tree inventory to facilitate improving canopy cover and diversity goals.

Schedule, Tasks, and Deliverables

Project Schedule (weeks)							
Task	1	2	3-5	6	7	8-10	Result/Deliverable
Award							Insurance, contract
Virtual Kick-off Meeting							
Data Mining and Field Computer Set-Up							Obtain basemaps and GIS data/program software and hardware
Kick-off Meeting							Meeting summary as needed
Inventory Data Collection							Inventory of 5,000 sites; ongoing field checks; weekly e-mail updates
Inventory Progress Email Updates							
Inventory Data Delivery							Inventory data in ESRI® shapefiles and Excel™
Inventory Close-Out Meeting							If scheduled, usually takes place on the last day of data collection

The Project Team

DRG's staff members are not only qualified and credentialed, but they also possess extensive industry knowledge and experience. They are well-versed in industry standards, best management practices (BMP), and the municipal work environment. To ensure that both tree benefits are maximized and risk management is addressed, DRG's team for this project will consist of consultants who are ISA certified arborists with TRAQ and i-Tree experience. Additionally, the team will have IT and GIS analysts, and plan writers who will provide software, data analysis, and professional planning services. A table highlighting the project team and their respective responsibilities is provided below. Their resume, highlighting their work experience follows.

Sam Heywood - Project Manager

Sam Heywood is a project with Davey Resource Group (DRG). His responsibilities consist of various aspects of forestry and environmental work including municipal, developmental, utility consulting, urban forestry planning, and planting and site restoration projects. He is currently managing numerous projects in the Central US including inventory projects, and urban forest master plans.

Sam is also proficient in crafting technical documents, including urban forestry master and management plans, urban tree canopy assessments, canopy impact reports, and tree protection plans. In his capacity as a writer, he has led stakeholder and public meetings, serving as an expert consultant and liaison between municipal clients and members of the public. He has also completed tree appraisals for private entities and individuals (including documentation for insurance claims) and served as a developer consultant on both commercial and residential projects in central Texas.

Sam is based in Austin, Texas. In addition to his work with DRG, Sam is also a published academic author and presenter on strategic invasive tree species removal. Before moving to Texas, Sam focused on data collection, quality assurance, and client communication as a traveling inventory arborist on projects throughout the country. With DRG, Sam also served as a consulting utility forestry for contracts in California and Colorado for PG&E and Xcel Energy, respectively.

Sam has a Bachelor's degree in Biological Sciences with a Concentration in Ecology and Evolution. He is a Board Certified Master Arborist and Municipal Specialist (#OH-6441BM) through the International Society of Arboriculture (ISA) and holds an ISA Tree Risk Assessment Qualification and is ISA Texas Oak Wilt Certified (#TXOWQ-344). Sam is also Texas Wildfire Risk Reduction Qualified (TXWRRQ-100). He is trained by the Davey Institute of Tree Sciences.

Lianna Walsh - Site Manager

Lianna Walsh has been with Davey Resource Group (DRG) since 2018. Currently, she is a senior site manager working on tree collection programs throughout the Central US Region.

As an urban forester, Lianna is responsible for collecting tree attributes such as species, risk rating, condition, canopy height and diameter, critical root zone area, recommended maintenance, and insect and/or disease detection. As a site manager, Lianna's duties include planning and leading the workday for the field staff, updating clients on the work progression, conducting safety meetings with the staff, and performing data and field quality control.

Lianna previously performed data quality control and worked as an inventory arborist on the Asian Longhorned Beetle (ALB) project in Brooklyn, New York. As data quality control, Lianna checked and

corrected each day's inventory data produced by the field staff on the identification, data collection, ground survey of ALB host species, and distinguishing signs of ALB from other signs of pest or human-inflicted damage. Lianna collected tree, surveyor, and site data via the Davey-developed software, Rover. Communication with the public was an important part of this position as she communicated with property owners for access to private trees throughout Brooklyn.

Currently, Lianna is serving as the site manager for two projects: the cities of Denver and Boulder, CO. With these two projects, she is fully responsible for client communications, data integrity, and safety for the teams in the field.

Lianna has a Bachelor's degree in Biology from Stony Brook University and is a Certified Arborist (#NY-6427A) through the International Society of Arboriculture. She recently completed her ISA Tree Risk Assessment Qualification (TRAQ).

Bill Hunt - Inventory Arborist

Bill Hunt is an inventory and consulting arborist with Davey Resource Group (DRG). He began his career with DRG working on the Asian Longhorned Beetle eradication project in the northeastern US. From there, Bill became a traveling inventory arborist, working on tree inventories for municipalities, large and small throughout the midwest and east coast. On these projects, he became progressively more responsible for work tracking, project progress, and quality control.

During this time with DRG, Bill completed a significant number of inventories in communities throughout Missouri that were funded by grants. With those projects, he developed a strong sense of client service, being the Davey representative on the ground during those inventories.

Bill recently returned to DRG to continue his career as an inventory and consulting arborist. During his time away from DRG, Bill spent time being a utility forester on a large system in Ohio and Indiana. He was a work planner, completing notifications and communication to utility customers. Again, he spent a good deal of time being the interface between the utility and the property owners honing his customer communication skills. Currently Bill serves as an inventory arborist on the Denver, Boulder, and other Colorado projects as needed.

Bill has a Bachelor of Science degree in Biology from the University of Cincinnati. He is a Certified Arborist (OH-6845A) through the International Society of Arboriculture, and holds a Tree Risk Assessment Qualification. (TRAQ)

Dana Karcher - Project Developer

Dana Karcher is a Project Developer for Davey Resource Group (DRG), working with communities throughout the central U.S. helping them achieve their vegetation management goals. In her long-term career in urban forestry, she has worked with communities across the U.S. developing projects such as tree inventories, management plans, urban forest master plans, and other tree management related projects. She has worked closely with planners, architects, engineers, landscape architects, elected officials, and community groups to increase awareness of the importance of trees and to recognize the urban forest as a valuable resource.

Dana has been active in issues that assure the health and well-being of residents through the use of urban forestry as a solution to community challenges. This includes serving on the citizens advisory committee for the local Air

Pollution Control District, leadership roles in Western Chapter ISA, California Urban Forests Council, and the California Urban Forests Advisory Committee. She is an advocate for personal leadership growth and was a founder of the Municipal Forestry Institute.

Dana's recent projects include the support and development of the City of Dallas' Urban Forest Master Plan. This plan utilized community engagement tools, GIS, and more to develop a road map for the future of Dallas' urban forest. She also worked on an Emerald Ash Borer plan for the City of Aurora, CO using i-Tree Eco as a tool to determine not only the number of ash trees within the city limits, but highlighting the structure function and value of Aurora's trees.

Dana has a Bachelor of Arts degree in Political Science from California State University. She is a Certified Arborist and Municipal Specialist (WE-7103AM) through the International Society of Arboriculture where she served as a board member and past president of the organization. She is a member of the Rocky Mountain, Texas, and Western Chapters of the ISA. She serves a a board member for the Colorado Tree Coalition.

Cost Proposal

Tree Inventory

Computerized inventory data collection of up to 5,000 existing trees, (and planting sites, and stumps) for a cost of: **\$41,850.00**

Additional inventory data collection above 5,000 trees at a unit rate of: **\$8.37 per tree**

This proposal is valid for 90 days, after which we reserve the right to amend fees as needed. An Authorization to Proceed, which can be used as a contract, is in Appendix C.

CLIENT RESPONSIBILITIES

- Provide DRG with imagery, maps, and data files. Our request may include the following: digital orthophotographs, available GIS data layers, other electronic or paper copies of maps for roads, pavement widths, right-of-way widths, boundaries and utilities, and an electronic file or printed list of street names and endpoints.
- Provide daily contact information and directions during the inventory project.
- Provide a copy of any existing tree inventory databases.
- Coordinate and host an on-site kick-off meeting before the start of fieldwork.
- By accepting this proposal, the City of Norman accepts DRG's Terms and Conditions and Limited Warranty (listed after the Authorization to Proceed page below) and agrees that, upon award, this proposal and its attachments will be made a part of the Agreement.

TERMS AND CONDITIONS

- All pricing is valid for 90 days from the date of this proposal, after which time we reserve the right to amend fees as needed.
- Time and materials (T&M) estimates will be billed using the labor rates in DRG's current commercial price list. Fixed Fee Contract Prices will be billed in monthly increments for the percentage of work completed in the billing period. Firm-Fixed Unit Prices will be billed in monthly increments for the number of completed units in the billing period.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 72 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.

LIMITED WARRANTY

Davey Resource Group, Inc. (“DRG”) provides this limited warranty (“Limited Warranty”) in connection with the provision of services by DRG (collectively the “Services”) under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the “Agreement”).

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the “Warranty Period”), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation (“Observational Data”) of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, “Subjects”), the Observational Data will pertain only to the specific point in time it is collected (the “Time of Collection”). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, “Changes”]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. When performing tree inventories or assessments, DRG 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 Subjects 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.

To the extent you request DRG’s guidance on your permitting and license requirements, DRG’s guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, “Source Information”). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. This remedy will be your sole and exclusive remedy and DRG’s entire liability for any breach of this

Limited Warranty. You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

Appendix A: Inventory Data Field Descriptions and Sizes

Data Field Name	Input Notes
Tree/Site Input Fields	
Unique Tree Identity Number	Automatically generated
Location	BROW (beyond ROW) Street (in ROW) Borderline Park/Public Space
GPS/GIS X GPS/GIS Y	Numeric
Species	Species: master file
Tree Size (DBH)	Numeric
Multi-Stem* *can be in a drop down or in notes as requested	Yes No (Default to No)
Condition	Good - Shows no major problems Fair - Has minor problems that may be corrected with time or corrective action Poor - Has major problems that are irrecoverable Critical - No sign of life
Maintenance Need	<ul style="list-style-type: none"> ○ N/A - nothing needed within the next 4-year prune cycle ○ Train - correcting structural issues for young trees ○ Clean - remove dead, broken, crossing limbs within the canopy ○ Raise - remove lowest limbs over streets, sidewalks, recreation areas paying attention to set codes and target conditions ○ Clearance - for traffic sightlines or street sign visibility, proximity to walls, etc. ○ Remove - tree is structurally compromised, too many dead limbs, etc.
Maintenance Priority	Young - structural pruning Routine - can be completed during a regular maintenance cycle Immediate - should be done as soon as staffing and funds allow Critical - should be done as soon as possible (our inventory arborists will let the Norman contact know if we observe a critical tree within an agreed upon time frame so it can be dealt with right away.)
Notes and Observations	DRG develops a drop down menu for agreed upon notes and observations (See Multi-Stem above)
Other Input Fields	
Serial Number	Numeric
Date	Numeric
Time	Numeric
Staff	Text

Appendix B: Authorization to Proceed

The above prices and terms and conditions and warranty are hereby accepted. I am authorized to bind the City and authorize Davey Resource Group, Inc. to perform the specified work. I am familiar with and agree to the terms and conditions appended to this proposal. I understand that once accepted this proposal constitutes a binding contract. This proposal is based on an estimated number of trees/sites to be inventoried. Davey Resource Group, Inc. reserves the right to renegotiate the price based on the timing of the award, scheduling of fieldwork, the final methodology chosen by the client, and availability, completeness, and quality of maps and GIS information.

Description of Service	Contract Type	Price
Tasks 1: Tree Inventory up to 5,000 trees	Firm-Fixed Price ▾	\$41,850
Additional trees beyond 5,000	Firm-Fixed Unit ... ▾	\$8.37
Project Total		TBD

By signing this form, I do hereby acknowledge acceptance of the scope of work and associated fee, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed effective the date of my signature and denotes that I am an authorized representative of the Client with authority to authorize and bind my company.

City of Norman

Client Representative:

Authorizing Signature:

Title:

Date:

Phone Number:

E-Mail:

Davey Resource Group, Inc.

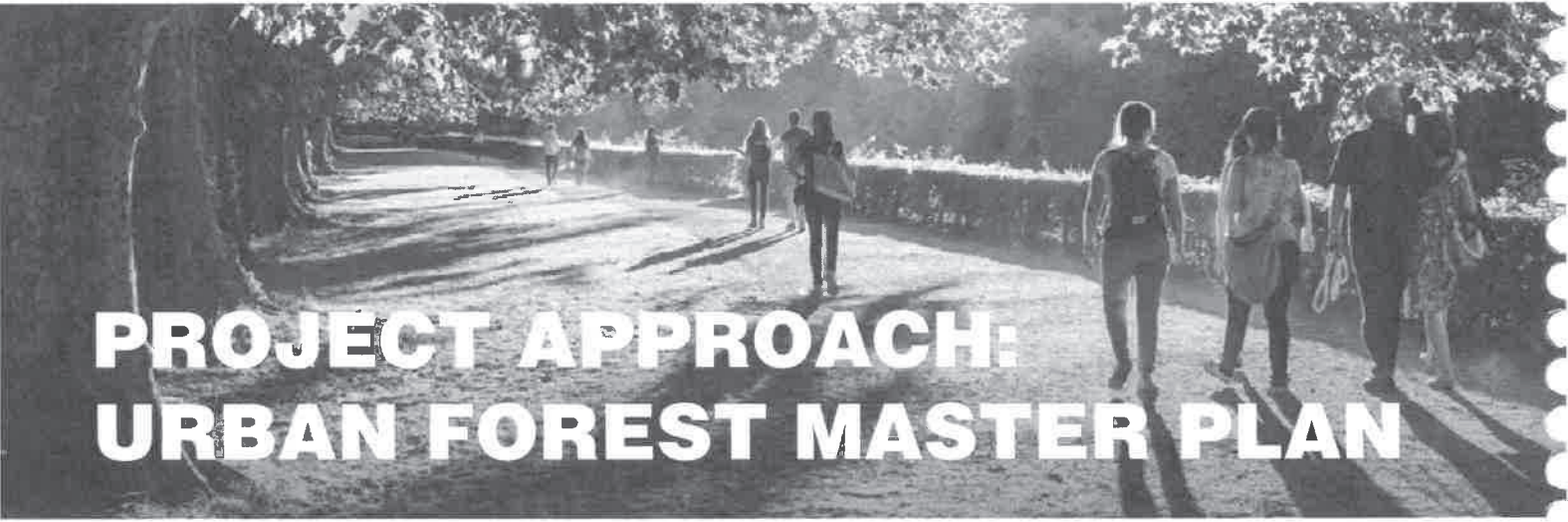
DRG Project Representative:

Title:

Date:

Phone Number:

E-Mail:



PROJECT APPROACH: URBAN FOREST MASTER PLAN

The development of an Urban Forest Master Plan is a comprehensive exercise in collaboration, education, research, and community participation. Generally, UFMPs are part of a long term vision for the community and serve as a guide to achieve program milestones. This will be no different for the City of Norman.

Every UFMP that DRG has completed has a different outcome—one that meets the needs of the community for which it was developed. Creating a plan is a collaborative process between the City of Norman, its residents and stakeholders, and DRG. Several different components can contribute to the plan including community meetings, surveys, and other stakeholder input. Additionally, including an urban tree canopy analysis or i-Tree Eco analysis assures that Norman is developing tree planting goals, and adhering to proactive tree maintenance models. Canopy growth is an indicator of not only tree health, but also community health. As the research and communications evolve, a unique road map will emerge incorporating the combined experience and knowledge of all stakeholders that have a vision for the trees and urban forest for the City of Norman.

Project Development

For Norman, we want to determine the best way for your community to manage and grow your urban forest. We do this through incorporating a style of adaptive management into the planning process. We first examine what the city already has through research, meetings, interviews, documents, and more. Examination of ordinances, policies, and City staff interviews play heavily into this part of the plan. We then work with Norman to help engage stakeholders to determine their level of understanding and desires for the urban forest. This would include groups, such as developers, ReLeaf Norman, Chamber of Commerce, ODOT, OGE, and other local influencers, including the University of Oklahoma. Additionally, we will seek this “what we want” information from City staff and Norman elected officials. Again, we utilize an interview process for some knowledge acquisition, as well as surveys and one on one conversations. DRG also conducts community meetings and stakeholder meetings that allow for open dialogue about desired goals of this process.



Critical in the planning process not just knowing what the urban forestry program needs, but laying out a road map to meet the plan’s goals. This is done by working through the information gathered through the step above. We conduct a program assessment, which includes code review. Additionally, we incorporate Best Management Practices for urban forestry from the International Society of Arboriculture, guiding documents from the Vibrant Cities Initiative, and standards and guidance from the Oklahoma Forestry Services Urban Forestry Program. Each project is created through a series of tasks—some that overlap and others that build on each other.

EXHIBIT C

TASK ONE: KICKOFF MEETING AND FINALIZING THE COMMUNITY ENGAGEMENT PLAN

We begin every UFMP project with a kickoff meeting that aligns Norman's goals with our plan of work. We review timelines, contact information, and develop a communication plan. We finalize the community engagement plan with the Norman team, once we have a complete understanding of the scope of work that is desired by the City.

At this meeting, we will obtain names and contact information from you for projected interview candidates, both internal and external. We also hope to assist with the task of developing an online survey early in the process. For this reason, we would hope that your public relations personnel could be present as well. We want to be sure that we are following your community culture and protocols from the start of the UFMP process. We feel that communication is critical and this meeting sets the tone for the project.

Steering Committee

With some of our projects, we have seen success in creating a project steering committee. This committed group, chosen by Norman with guidance from DRG, supports the project from start to finish. Members of the committee include critical internal staff including team members from forestry, parks, and planning. External team members can include, for example, a person from OG&E and OSU Extension. This committee is tasked with guidance and input only. Generally, they would be part of the kickoff, encourage community engagement, have an opportunity to weigh in on the findings, and be part of the review of the almost completed document. Their first task is to set the mission and vision for the project in a guided meeting with DRG.

TASK TWO: URBAN FOREST ANALYSES (AS PART OF THE UFMP)

In the development of an UFMP, baseline data of Norman's urban forest structure, function, and value is needed to determine where trees are needed and what environmental benefits are provided by the urban forest. This helps to create plans and budgets for the future. There are two methodologies for this: an iTree Eco study completed on a sample of the city's public and private trees or an Urban Tree Canopy (UTC) assessment. DRG successfully uses either method or even a combination of the two to deliver the most complete information available.

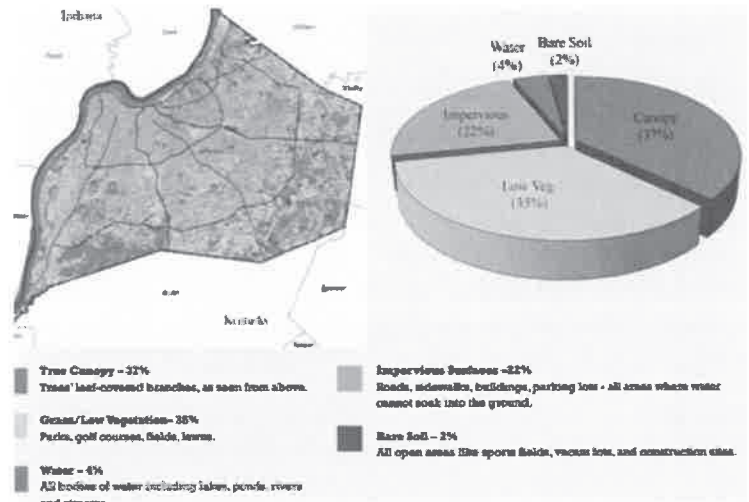
Urban Tree Canopy (UTC) Assessment

DRG believes that innovations are what allow us to be the leading tree company in the United States. Ninety percent of our most recent UFMP projects have been supported by canopy analysis data and have relied heavily on that data to guide the development and final design of the best UFMPs. In addition to the GIS data and analysis resulting from a canopy assessment, the GIS data we deliver to the City will be valuable as a long range planning and analysis tool. The applications for this data will be useful not only for the development of the UFMP but for broader applications across other City departments and regional interests.

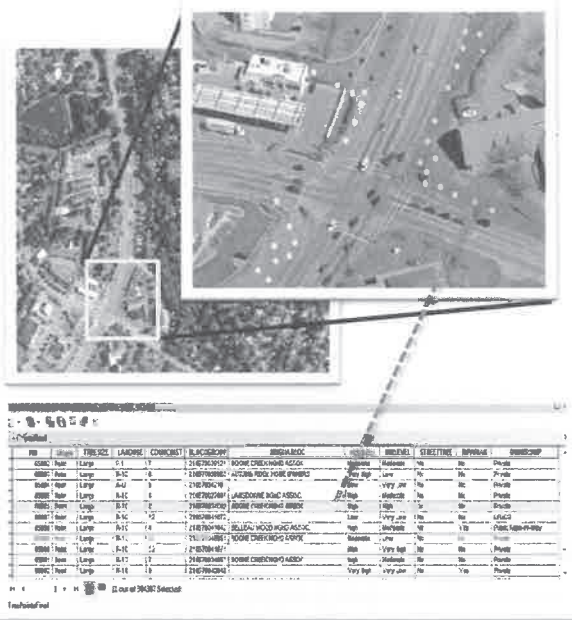
Measuring canopy can be utilized as a climate change tool, social equity understanding, watershed management, and an economic tool. Canopy defined by an i-Tree Eco Analysis of the sample tree inventory available is calculated without the use of overhead imagery. An urban tree canopy analysis (UTC) can support an urban forest program by setting a baseline for canopy coverage of all trees within the city limits. From there, the increase in canopy can be measured in time increments to check progress. This is one measuring tool that is tangible and fairly accurate in determining the growth of Norman's urban forest. Not only is overall canopy cover assessment critical but also assessing the location of potential planting sites in a growing city like Norman is important.

Methods

The most detailed and comprehensive approach includes completing a full land cover extraction. DRG will obtain the most current National Agricultural Imagery Program (NAIP) leaf-on one meter aerial digital imagery acquired by the U.S. Department of Agriculture to provide the most up-to-date land cover extraction. We utilize the NAIP 4-band orthoimagery on a majority of our past and current tree canopy projects, taking advantage of the near-infrared band for a more accurate extraction. This extraction process will provide Norman with a valuable tree canopy cover data layer that spatially represents where tree canopy exists and can provide a road map for available and most desirable planting spaces. In addition, this GIS layer can be used beyond the UTC Assessment in conjunction with existing GIS information to evaluate the relationship of tree canopy to other assets and issues that may be of interest to the City. The priority planting locations can be based on simply increasing canopy in areas with less cover, or it can be further prioritized based on land use, districts, human health data, stormwater demands, or any other GIS based data that is available.



Sample Land Cover Mapping and Editing—Tree Canopy Extraction



Canopy Analyses

After completing the accuracy assessments, the final comprehensive canopy cover dataset will be processed in ArcGIS® to measure the overall existing canopy cover for the City of Norman. Additional GIS analysis will be completed using current data sources for further investigation and in support of the canopy assessment process. Area and percentages of canopy cover will be calculated for each land use type and designation (e.g. citywide, parks and open space, land use, zoning, improvement and redevelopment areas, neighborhoods, subdivisions, flood zones, etc.). This comparison of canopy cover with land designations will become a primary resource for recommendations and goals for the Norman community forest. DRG will analyze the “Possible UTC” as determined by the US Forest Service to identify methods for increasing canopy. “Preferable” planting sites or suitable sites will also be determined based on selected criteria for all involved stakeholders that may be affected by trees and that relate to the tree maintenance, management, and design.

Land cover summaries for the entire city will be analyzed. Additional boundaries, such as neighborhoods, census tracts, watersheds, districts, homeowners associations, etc. can also be assessed pending data availability. Summaries for each of the five classes and potential planting area will be calculated during this procedure.

Building on our remote sensing and GIS analysis experience, DRG has developed a comprehensive working knowledge of i-Tree and its many applications. From identifying the initial land cover data to mapping and graphing actual ecosystem services for the City of Norman, DRG will utilize the tree canopy percentage from the land cover analysis to calculate ecosystem benefits for air quality, carbon, and stormwater using i-Tree Software (i-Tree Canopy and i-Tree Hydro, specifically).

Priority Planting Plan

A priority planting plan is strongly recommended based on the need for planting locations to fulfill the goals of the maintaining and increasing canopy. It will be developed for the City based on the understanding of the canopy coverage and distribution. While the final UTC-based planting plan analysis parameters will be decided by the City with input from DRG, the following information will be used at a minimum and as a basis for creating a planting plan and prioritizing target planting areas within the project area per the objectives of reducing heat islands, reducing flooding and mitigating stormwater, and maximizing ecosystem services and providing equal access to all citizens:

- » Socio-demographics and population density per Census Tract
- » Proximity to surface waters and impaired waterways
- » Topography, flood plains, and soil types
- » Public/private ownership
- » Linkages to greenways and other forest resources
- » Stormwater problem areas
- » Mitigating urban heat island effect

We will utilize current baseline percentages from the UTC assessment to generate possible planting scenarios. This will allow us to estimate future tree plantings to attain a canopy goal, allowing Norman to set the desired canopy cover percentage increase based on specific land use categories. We will report on the feasible number of trees that can be planted within the available planting space and vice versa, estimating budget implications and accounting for the number of trees plantable by crown size. This will include graphs for the existing and projected UTC results, the number of trees within the plantable space, and the estimated cost of planting.

DRG strongly recommends utilizing geospatial analysis to generate the best information for the planting plan. The GIS analysis places a point for each tree planting site and provides important decision-making information about each site (e.g. tree canopy size, demographics of site, environment, etc.). Approximate numbers and tree size suggestions are included for each prioritized area with an emphasis on maximizing the population of large canopy tree species. Tree size assignment results prioritize large tree planting, over medium size trees and medium sized trees over small size.

Socio-Economic and Demographic Analysis

Davey Resource Group can provide an analysis that relates current UTC to socio-demographic and economic data for the city. Data from the most recent census will be aggregated for census tracts and/or blocks groups to determine trends and correlations. This data can be used by the City to prioritize results of the UTC analysis even further. Examination of socio-demographic and economic data can chart positive and negative correlations to the percentage of UTC within the given tract or block group. Data will be assessed on the city level, planning areas, and census tracts.

Typical analysis includes:

- » Canopy % vs. median household income
- » Canopy % vs. population density
- » Canopy % vs. ethnicity
- » Canopy % vs. age group
- » Canopy % vs. education
- » Canopy % vs. poverty rates/unemployment
- » Canopy % vs. building value/age

If tree canopy equity or social justice issues are present within the community, this analysis can help identify areas of the community that are underserved. Greater attention can be placed on these areas within the plan to alleviate environmental justice issues. By signaling these deficiencies in tree canopy cover, the City can take steps to ensure that all citizens have equal access to trees.



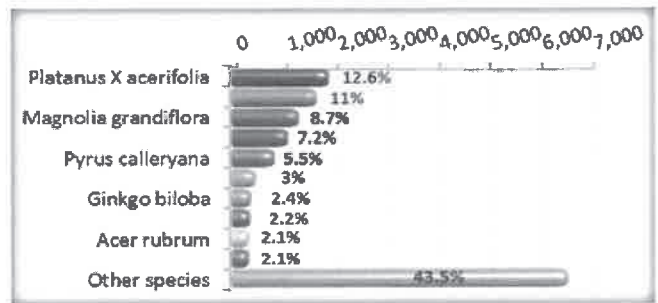
i-Tree Eco

Understanding the current state of any resource is the key to developing a successful and sustainable management strategy. Analysis of the city's trees will provide valuable information about the composition, relative age, performance, and overall health of the tree population throughout Norman's public right of ways. i-Tree Eco uses sample tree inventory data to quantify the dollar value of annual environmental and aesthetic benefits: energy conservation, air quality improvement, CO₂ reduction, stormwater control, and property value increase. Because Norman is in the beginning stages of their inventory, i-Tree Eco analysis can be performed by inventorying plots throughout the city, on public and private property, and extrapolating the information to the entire community.

i-Tree Eco focuses on the benefits provided by a municipality's trees. It makes use of the plot inventory to quantify and put a dollar value on the trees' annual environmental and aesthetic benefits. i-Tree Eco also describes urban forest structure and management needs to help managers plan for the future. The software assesses different functions of the urban forest, such as land cover, stormwater systems, individual or multiple trees at the parcel level, air pollution, carbon monitoring, and so much more.

i-Tree Eco is designed to provide accurate estimates of:

- » Urban forest structure (e.g., species composition, number of trees, tree density, tree health, etc.), analyzed by land-use type.
- » Hourly amount of pollution removed by the urban forest, and associated percent air quality improvement throughout a year. Pollution removal is calculated for ozone, sulfur dioxide, nitrogen dioxide, carbon monoxide and particulate matter (<10 microns).
- » Hourly urban forest volatile organic compound emissions and the relative impact of tree species on net ozone and carbon monoxide formation throughout the year.
- » Public health incidence reduction and economic benefit based on the effect of trees on air quality improvement.
- » Total carbon stored and net carbon annually sequestered by the urban forest.
- » Yearly avoided runoff attributed to trees summarized by tree species or land use.
- » Compensatory value of the forest, as well as the value of air pollution removal and carbon storage and sequestration.
- » Tree pollen allergenicity index.
- » Pests risk analyses based on host susceptibility, pest/disease range and tree structural value.



Example of Species Frequency

In addition to the environment and health benefits generated by the urban forest, i-Tree Eco calculates the following aspects of Norman's tree resource:

- » Structure (e.g., species composition, age distribution, canopy cover)
- » Function (environmental and aesthetic benefits)
- » Value (annual monetary value of benefits and costs)
- » Management needs (e.g., recommended maintenance, stocking levels, tree conflicts)

i-Tree Model

Using the sample data collected by DRG inventory arborists throughout Norman, we will proceed to transform the data for use within the i-Tree model. The results from this model will be analyzed by DRG and compiled in a report document. This report will be usable by multiple stakeholders in your community as it will:

- » Describe the costs and benefits of Norman's street trees as they relate to other city activities including stormwater management projects.
- » Support policy development at the City, by functioning as a supplemental educational tool for other City departments.
- » Provide important measures of tree performance to guide Norman staff in maintaining a healthy and sustainable municipal forest.
- » Allow both the public and city management a definitive way to acknowledge the value of Norman's trees and uncover ways to participate in the health and sustainability of the city's urban forest.

Field Measurements and Reporting

DRG inventory arborists will collect the field data according to the methodology prescribed by i-Eco. We will utilize teams of two to collect data from plots on both public and private property. To perform this type of inventory, DRG can work with the City to provide notification to citizens to gain access to their property. Once the data is collected, we then utilize i-Tree to determine information as shown above, together with data obtained from the City about the urban forest. DRG will provide a questionnaire to the City for additional city statistics that the model requires. Once the model is set up, a DRG urban forestry specialist will analyze and compile the results in a report for the City. The model will use i-Tree Eco to report on the species composition, condition and age distribution, canopy cover and tree replacement values for Norman's urban forest. The report will include an environmental attribute summary consisting of energy saving calculations, carbon dioxide sequestration, air quality improvement, stormwater runoff reduction, aesthetic, property value, and socioeconomic benefits of the urban forest.

TASK 3: COMMUNITY AND STAKEHOLDER ENGAGEMENT PROCESS

We understand the nature of community and stakeholder engagement desired for this part of the project. Our plan that we develop with Norman will be inclusive, assuring that all voices are heard and understood. Stakeholder engagement will be as thorough as time and budgets allow.

As part of the planning process, it is important to engage the community at a variety of levels. At a basic level, community meetings, surveys, and other educational opportunities are great ways to assure that members participate in the development of the urban forest plan. That participation helps to educate the community, increasing the level of understanding of Norman's urban forest and strengthens the potential for plan buy-in and success.

All input from the stakeholder and community engagement data and responses will be captured and be part of an appendix within the plan. Additionally, we will capture our methodology, assuring that the engagement was thorough, reached a variety of demographic segments of the community, and informed the planning process and outcomes.

Internal and External Stakeholder Interviews

As written documentation is only a portion of our research, we will also obtain lists and contact information for the City of Norman staff, key City/Forestry supporters, elected officials, and other stakeholders that share an interest and/or responsibility for the urban forest. We will be guided by the City of Norman during this portion. This part of plan development helps to answer the question, "What do we want?"

DRG has developed a methodology for this critically important task. Our process includes developing a standard set of questions that will be asked during these interviews. These questions do not preclude additional discussion that might be pertinent, but they do allow for consistency in research. These interviews can be held virtually or in person. We have seen success in grouping people together during this project for both resource savings and for stimulating conversation.

We develop our questions around the following items:

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

Potential stakeholder interviews can include:

- » Urban forest and tree management personnel within the City (both Planning and Maintenance staff)
- » Community Development Department (Engineering & Development personnel)
- » Public Works personnel that impact the urban forest (Stormwater, Streets, etc.)
- » Environmental Education and Sustainability personnel
- » Emergency Management personnel
- » Risk Management personnel
- » Elected officials
- » Appointed officials and committee members (Parks and Recreation Advisory Commission, Planning Commission, etc.)
- » Key volunteers and supporters

External stakeholder meetings will be similar to the internal stakeholder meetings. They will include a series of questions that are pertinent to the research and the goals of the management plan and will be conducted in person.

External Stakeholder Engagement

Community Meetings

We will hold (at a minimum) two community meetings to engage different constituencies from throughout Norman. These meetings will be noticed, held, and marketed with the support of the City. At the first meeting, we will explain the urban forest planning process and seek input through discussion and opportunities on the intersection of community and urban forest needs. We can vote on preferred ideas using a software/phone tool, and present new concepts for the community. For this first meeting, we share what the city has, (the results of the new canopy study/i-Tree Eco Study, the completed research) and share the potential “missing pieces” from the Assessments that take place. The second meeting will allow us to share the draft strategies and outcomes and seek feedback. This helps to create buy-in to the plan as the city rolls out the strategies. If a second meeting to share draft strategies is not something the city desires, we can duplicate the first meeting at a later date and at a different location. The scope of meetings can be developed during the planning phase of the project.

Survey(s)

Typically, DRG develops surveys through a survey tool that allows constituents the best access to the survey electronically. They can be distributed through various city web pages, and community communications. The survey will be developed, with a focus on obtaining input from the community as to their concerns and desires for the urban forest. Our intent is to administer one survey during the planning process although more can be added based on budget.

Other Meetings

As requested in the RFQ, we will present at the Tree Board, the Board of Park Commissioners, to receive input. We also believe that representatives from both these groups should serve on the steering committee if that option is chosen.

Other Engagement Options

Varied Meeting Locations: Holding meetings in traditional locations does not always lead to “meeting the community where they are”. DRG has developed methods of assuring robust community engagement by “being” in the community, with the community. For example: DRG can hold a meeting in partnership with a local childcare center or school event. Part of the engagement funds for the project can go to the childcare center or school to support the meeting including publicity, refreshments and child care costs. DRG can work with Norman to locate community locations where such meetings/workshops can take place. These may include local breweries/restaurants, local libraries, large parks, neighborhood schools, or other targeted venues where citizens may gather.

Grants to Community Groups: It can be helpful to engage the community in the urban forestry planning process by having them partner to help lead the process. We do this by using part of the funding to grant small stipends to already engaged community groups for developing events, meetings, surveys, or other types of engagement. This process is managed by DRG for participation and outcomes.

Event surveys and tabling opportunities: Again, with the concept of “meeting people where they are”, live surveys can take place in addition to electronic surveys. These would take place at events such as farmers markets, community concerts, and other events within Norman. Training and employing local personnel for these types of surveys is an important part of their administration and would be managed by DRG staff.

Other options: Library readings of tree books, with follow up surveys of the crowd, National Arbor Day Celebration (Last Friday in April) with tree prose or poetry contests (and they can be used in the plan), photo contest to gather pictures to put in the plan, tree tags on street and park trees showing the value of the trees throughout the community engagement process with a QR code for a survey about the city’s trees, pop-up street corner stands with seedling giveaways for taking a survey, tree tours led by Certified Arborists that engage the community in understanding the value of trees. We are excited to share our ideas with you and determine what process beyond meetings and surveys will work for Norman.

TASK 4: OPERATIONS, POLICY REVIEW, AND PROGRAM ASSESSMENT

Operations and Management Recommendations

DRG continues its fact gathering processes to continue to understand the “what do we have” part of adaptive management planning. In addition to the stakeholder interviews and community engagement, DRG gathers critical internal and external documents that both inform and support the UFMP. These include:

- » City of Norman planning documents
- » City of Norman municipal code (tree and zone sections, landscape and planning sections, paying particular attention to Chapter X, Tree Protection)
- » The City of Norman documents related to tree and land management, including but not limited to:
- » Norman Approved Tree List(s)
- » Norman Tree Planting and Maintenance Agreements
- » Development ordinances
- » City of Norman public tree inventory
- » Planting specifications (internal and external)
- » Guiding documents from sources, including BMPs from the International Society of Arboriculture, the Vibrant Cities/Vibrant Communities Initiative, and others
- » The Sustainable Urban Forest: A Step-by-Step Approach (Michael Leff)

If Norman has a management plan that has been recently completed, DRG will incorporate that into the UFMP. If not, DRG will collect information on the operations and management practices as they relate to personnel, equipment resources, and budgets, with the aim of identifying specific options for improving the efficiency of work. Within the information gathering process, DRG will review budgets, staffing levels and types, fleet records, equipment, regulatory documents, and other program and operations information. From this information, and input from staff interviews, DRG will create a generalized budget to address the first five (5) years of the UFMP, with five- to ten-year incremental estimates for future planning and stewardship. Specifically within addressing budget recommendations DRG will:

- » Evaluate the forestry operations and management practices as they relate to personnel, equipment resources, and budgets, with the aim of identifying specific options for improving the efficiency of work, specifically focusing on support staffing needed to maintain the tree inventory, streamline work request responses, acquiring and maintaining necessary equipment and to implement a proactive maintenance program.
- » Analyze Norman’s work request system and procedures for prioritizing work.
- » Review municipal regulations and ordinances related to trees and tree plantings with a focus on the permitting process and mandated activities that impact the urban forestry operations. This ordinance review may act as a vehicle to implement new tree policies to retrofit impervious spaces to allow for increased tree planting locations.
- » Explore the potential for increasing strategic partnerships for operational tasks.
- » Assemble a list of specific recommendations for improving the City’s tree management program.
- » Prepare budget estimates to achieve the plan’s recommendations.
- » Analyze the inventory to examine recommended species/species to avoid.

During the operational review, DRG will evaluate the components of Norman’s urban forestry program. Our review will provide a summary of existing conditions, identify strengths and areas for improvement, and ultimately suggest goals, guidelines, and rationale that, once adopted, will serve to standardize and optimize the community’s forest management program and its arboricultural practices.

DRG will review and develop recommendations consistent with city goals and policies that provide for growth in internal efficiencies, cost reductions, and limiting liability. Recommendations will also support and promote better communication and coordination among city departments that work within and adjacent to the urban forest (trees), decision-makers, and the community. All recommendations will include applicable costs and responsibilities within the city. Operational recommendations will be supported by Best Management Practices of the ISA, Tree Care Industry Association (TCIA), (of which Davey is a member) as well as ANSI.

Urban Forestry Program Assessment

The program assessment takes into consideration not only the current program, resources, capacities, regulations, codes and ordinances, but also the gaps that are missing within the program. DRG will complete an Assessment based on best practices of the industry, “The Sustainable Urban Forest Guide” [USFS 2015] but also perform an audit against existing codes, regulations, and ordinances. Additionally, we can reflect on best management practices of similar communities, and point to successes to inform the strategies and recommendations developed through the planning process. This is completed through research, comparison tables, and analysis by our team members.

TASK 5: PLAN DEVELOPMENT AND DELIVERABLES

As DRG moves through the process of acquiring data through research and community engagement, we develop a plan outline for Norman’s approval. Once the outline is approved, and the assessment, research, and internal and external community engagement is completed, our team begins to write the plan. We include the recommendations of key areas of interest as outlined in the RFQ and beyond.

With those key areas identified, strengths, opportunities, and gaps uncovered during the audit/research process, and community desires developed during stakeholder engagement, the plan’s outcomes, goals, and strategies become very clear. Those outcomes, goals, and strategies are presented to Norman for your consideration and feedback. We assist in helping the city prioritize them and present them in a format that leads to action. This can include who is responsible, estimated costs in ranges, time frame, and supporting groups or persons.

For example from a small city in Texas:

Outcome: Lessen the Impact on Trees through the Development Process
Goal: Foster and strengthen relationships among City departments and between the City and external organizations to improve communication and collaboration.
Strategy: Establish regular meetings among City of (blank) departments
Strategy: Develop a list of utilities, organizations, and contractors that work in (blank)
Strategy: Educate businesses, organizations, and contractors on City best management practices and tree related policies.
Cost: \$
Time Frame: On-going
Lead Responsibility: City
Support: Contractors and Builders Organization of Greater Dallas

Once the final outcomes, goals and strategies are reviewed and approved by the city, we develop the remainder of the plan. We incorporate the recommendations together with the plan process(es) and the findings using the approved outline as a guide for writing. For example, our first chapter might be an understanding of the urban forest in general; what makes up the urban forest, the value and environmental benefits of the trees to the community, why the plan is important and how the plan is to be used. We will complete chapters that share the information from the i-Tree or canopy study; results from the audit process; how the community was engaged including methods and outcomes; and what the goals, strategies, and recommendations are for the plan.

The first draft will be provided to Norman for review and editing as a Microsoft Word/Google Doc. This draft will have limited graphics/pictures and the focus on the review will be on content. During this draft review process, we ask that Norman compile all of their review comments into one document with all conflicting comments addressed. Once we receive Norman's comments and edits, we incorporate maps, photos, graphs, and the Executive Summary that explains our recommendations, actions, and final deliverables into the second draft that will be laid out and formatted in InDesign. We can develop the document in any size the City would like including up to 11"x17", our most popular size. (It cannot sit on a shelf at that size!) Draft #2 (InDesign) will be sent to Norman for final review.

Following inclusion of city comments from Draft #2, the final plan is submitted to the City. We will then arrange for the presentation to City Council.

We provide one printed copy of the plan and a PDF for uploading to the City's website.

Deliverables

We are committed to delivering a plan that is dynamic and usable, incorporates tree management policy, and supports the vision and goals for the City of Norman. Your plan will be formatted for a variety of uses including:

- » A tool for planning for the future of the urban forest as it integrates into Norman's vision for a sustainable future.
- » It will assist personnel in budgeting, staffing, and other operational aspects. In addition, it will give staff a tool for coordination on projects both internally and externally, including capital projects.
- » The document(s) will support planning policies both internally and externally and speak to both stakeholder groups.
- » Parks and Recreation (and urban forestry) personnel will have a tool that will support their efforts to maintain a healthy and sustainable municipal forest.
- » Public stakeholders will have a document that allows them a definitive way to acknowledge the strategies for Norman's urban forest and find ways to participate in the health and sustainability of the City's trees.
- » Public viewers will have online access to all of the information in the UFMP through the published web version.
- » The document will be narrative text authored by seasoned project specialists. It will incorporate sections on Program, Policy, Management, Design, Planting, Tree lists (if available), Maintenance, Staffing, Public Tree Inventory (as it is completed), Community Participation, and Education. All of those components will lead to plans and goals that will be easily recognizable and achievable.



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Contact
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Project Developer
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661-964-7158

May 8, 2023

James Briggs
Colin Zink
City of Norman
Sent via Email

RE: Pricing and Schedule for Inventory and Urban Forest Plan

Dear James and Colin,

Based on our conversation with you on April 26, 2023, Davey Resource Group, Inc. “DRG” has developed the following pricing for the agreed upon scope of work.

Inventory:

We estimate that there are between 20,000 and 35,000 trees in the area to be inventoried. Based on those numbers, we offer the following pricing:

- 20,000 to 24,999 trees: \$6.75/tree
- 25,000 to 29,999 trees: \$6.70/tree
- 30,000 to 34,999 trees: \$6.65/tree
- 35,000 and up trees: \$6.50/tree

Urban Forest Master Plan:

We have developed the urban forest master plan pricing based on the tasks that are in the proposal. Unless stated, our assumptions are that the scope of work in the proposal will be the definition of the work completed for the project.

Task One - Project Kickoff

DRG will hold a kickoff meeting with both Mr. Heywood, Ms. Karcher, and Ms. Gray. That meeting will be to align goals, develop a communication plan, and finalize the public engagement plan as written in the first paragraph on page 12 of the proposal. This will be a two hour meeting.

- All virtual meeting: \$2,011.00
 - OR
- Project Manager in person/remainder of the team virtual: \$3,519.00
 - OR
- Project Manager and Project Developer in person: \$6,447.00
 - OR
- Kick off and steering committee meeting held on the same day: \$8,930.00

Steering Committee:

The steering committee will be chosen prior to the kickoff meeting and the steering committee, Norman team members, and DRG will hold a project kickoff meeting. This meeting, different from the above meeting, will share the project's goals and objectives, seek input from this committee, and outline the expectations that the project team has from the committee. This will be a two hour meeting.

- Virtual Steering Committee kickoff meeting: \$1,137.00
- Additional Steering Committee meetings (4): \$1,960.00

Task Two - Urban Forest Analysis

DRG will conduct an i-Tree Eco analysis following the completion of the tree inventory. This will follow the scope of work outlined in the proposal on page 15. Rather than collecting data separately as described under "field measurements and reporting", DRG will utilize the collected inventory data. The reporting will be incorporated into the final plan and used to help explain the benefits of the trees in and to Norman.

- i-Tree Eco Analysis: \$2,678.00

Task Three - Community and Stakeholder Engagement

DRG will complete the following stakeholder engagement scope of work:

- Internal/External Stakeholder Interviews (8-Virtual): \$2,517.00
- Community Meetings (2): \$11,332.00
- On-line Survey (1): \$6389.00
- Tree Board Meeting (virtual): \$875.00
- Board of Park Commissioners Meeting (virtual): \$875.00

DRG will hold two stakeholder engagement meetings. These meetings have different content. The first will be to explain the plan and garner community input. The second meeting will be about the plan content and findings, and seeking input on that data and the draft plan.

Task Four - Operations Review, Policy Review, and Program Assessment

DRG will complete the following as it pertains to Task Four:

- Program Assessment: \$3,267.00
- Operations Review: \$5,990.00
- Ordinance/Policy Review and Recommendations: \$11,849.00

Task Five - Plan Development: \$40,972.00

- Outline
- Draft one
- Draft two
- Final plan
- Graphic design

We are excited about the opportunity to collaborate with you on your project. Please contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Dana Karcher". The signature is written in a cursive, flowing style.

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

Pricing: Urban Forest Master Plan

Task	Deliverable(s)	Cost
Kickoff Meeting	Virtual <u>or</u> Heywood in person and Karcher virtual <u>or</u> Heywood and Karcher In Person <u>or</u> Kickoff and 1st Steering Committee Meeting in person	\$2,011.00 \$3,519.00 \$6,447.00 \$8,930.00
Steering Committee Meetings	Virtual Steering Committee kickoff meeting Additional Steering Committee meetings (4)	\$1,137.00 \$1,960.00
iTree Eco Study	Structure, function and value of Norman's urban forest	\$2,678.00
Community Meetings	Meeting One: Project understanding, community input Meeting Two: Draft plan input (Both meetings in person)	\$5,661.00 \$5,661.00
Survey	Seeks information about community wants/need for the urban forest	\$6,389.00
Internal/External Stakeholder Meetings	Total of eight (8) meetings with specific stakeholders chosen by Norman with DRG guidance (virtual)	\$2,517.00
Tree Board Meeting	Meet with Norman Tree Board for input (virtual)	\$875.00
Board of Park Commissioners Meeting	Meet with Board of Park Commissioners for input (virtual)	\$875.00
Ordinance/Policy Review and Recommendations	Detailed review, including complete recommendations.	\$10,978.00
Operations Review	Operations review including	\$5,990.00
Program Assessment	Examination of the total program through "The Sustainable Urban Forest" matrix.	\$3,267.00
Plan Document	Outline, two drafts, final draft, and graphic design	\$40,197.00

Project Schedule

(Can be adjusted to fit budgets, and project scope.)

TASK	7/23	8/23	9/23	10/23	11/23	12/23	1/24	2/24	3/24	4/24	5/24	6/26	7/24
Tree Inventory	█	█	█										
Steering Committee Meetings			█		█			█		█		█	
Project Kickoff			█										
i-Tree Eco Study				█									
Community Meetings							█			█			
Survey							█	█	█				
Internal/External Stakeholder Meetings				█									
Tree Board Meeting					█								
Board of Park Comm. Meeting					█								
Ordinance/Policy Review						█	█						
Operations Review						█	█						
Program Assessment						█	█						
Plan Document											█	█	█