

Response to Request for Proposal

Consulting Services for Street Tree Management Plan

Prepared for:

City of Albany
Attn: Natasha Gallatin, CivicSpark Fellow
1000 San Pablo Avenue
Albany, CA 94706

Prepared by:

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2550 Ninth Street, Suite 112
Berkeley, CA 94709

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 **HORT SCIENCE**
BARTLETT CONSULTING
A Division of The F.A. Bartlett Tree Expert Company

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Consulting Services for Street Tree Management Plan
City of Albany

Table of Contents

	Page
Overview	1
Introduction	1
Team Members	2
Consultant's Prior Experience and Qualifications	6
Client References	6
Management Overview & Approach	8
Price Quotation and Timeline	12
General Terms for Commercial Consulting Services	14

Attachments

Curriculum Vitae

Brenda Wong
Darya Barar
James Clark
Jane Whitcomb
Nelda Matheny
Pam Nagle
Ryan Suttle
Scott Stringer

Overview

HortScience | Bartlett Consulting is recognized as a leader in the fields of arboriculture, horticulture, and urban forestry.

Over the past 35+ years, HortScience | Bartlett Consulting has provided arborist services to many public agencies including the cities of Menlo Park, Palo Alto, Mountain View, Fremont, Santa Clara, San Francisco, Alameda, Pleasanton, Redwood City, Berkeley, and Piedmont. Our firm's work spans a wide breadth, including tree management planning, tree risk assessment and management, tree preservation during development, problem diagnosis and analysis, and training. We have the capability to coordinate multi-disciplinary resource analysis, to create comprehensive tree management plans, and to design and implement research projects. We strive to meet the needs of a specific project by providing technical expertise of the highest quality applied in a practical, effective manner.

We believe that our experience and expertise uniquely equip us to best meet the City's needs outlined by the subject RFP.

Introduction

HortScience | Bartlett Consulting (H | BC) is a division of The F.A. Bartlett Tree Expert Company, Stamford CT. HortScience | Bartlett Consulting provides consulting services in horticulture, arboriculture and urban forestry to public agencies, institutions and private firms throughout northern California. Our goal is to help our clients design, plant, and manage landscapes in a scientifically sound, environmentally responsible, and socially responsive manner.

We recently worked with the City of Albany Urban Forester to assess tree risk and make management recommendations for many mature sweetgums throughout the City. Through this collaboration, we learned about the unique challenges that face the City with managing joint responsibility for street trees and the need for proactive management of this shared resource. As consultants with backgrounds in municipal urban forestry management, we bring a unique perspective on meeting challenges the city is facing. We collaborate with several cities in the Bay Area, including one with shared maintenance. We are incredibly excited by the opportunity to work with the City further to create a comprehensive Street Tree Management Plan to promote a sustainable, resilient, and equitable urban forest.

The focus of our firm's work is tree management planning, tree risk evaluation and assessment and management programs, tree preservation during development, problem diagnosis and analysis, and training. We have the capability to coordinate multi-disciplinary resource analysis, to create comprehensive tree management plans, and to design and implement research projects. We strive to meet the needs of a specific project by providing technical expertise of the highest quality applied in a practical, effective manner.

HortScience, Inc. was founded by Nelda Matheny in 1983. Nelda is a recognized leader in arboriculture and landscape management. In May 2018, HortScience, Inc. was acquired by the F.A. Bartlett Tree Expert Company. We currently have a staff of eight arborists.

Our staff possesses knowledge, expertise, and experience with a wide range of arboricultural consulting services including tree risk assessment. We believe we demonstrate these skills every day, and that H | BC is uniquely equipped to best perform this service for the City. The following is an introduction of the staff that will participate in the proposed work.

Team Members

Ryan Suttle

Consulting Arborist &
Urban Forester



Ryan has a background in research, data analysis and management, utility vegetation management, tree risk assessment and management, and tree inventories. He has a B.A. from Santa Clara University and an M.S. from the University of Massachusetts, Amherst. Ryan is an ISA Board Certified Master Arborist and has the Utility Specialist credential. He is also Tree Risk Assessment qualified. Since joining H | BC, Ryan has focused on tree-preservation projects and tree risk assessment. He serves as our point person for GIS work.

Jane Whitcomb

Arborist



Jane specializes in preparation of tree resource surveys and inventories. She also prepares our graphic materials. Jane is an ISA Certified Arborist and is Tree Risk Assessment Qualified. Jane would provide field and mapping support to the actual tree assessments. She has worked for HortScience | Bartlett Consulting for over 30 years and has likely evaluated more trees than anyone in the company. Jane currently focuses on construction monitoring for several SummerHill Homes and Irvine Company projects. She recently completed a 2,000+ tree risk assessment for San Francisco Recreation and Park Department.

Darya Barar

Managing Consulting
Urban Forester



Darya specializes in urban forestry management with 14 years of experience in the municipal setting. She has experience with tree ordinance development and revision, on-call consultant services for municipalities, development of municipal urban forestry management plans, and management of day-to-day operations of a city's urban forest. Darya has extensive experience working with community groups as well as state and local agencies to implement tree grants, plans, and projects. Darya is skilled at the successful management, planning, and implementation of forestry programs from day-to-day operations to long-term planning and prioritization. In addition, she provides on-call consulting to the City of Berkeley, City of Piedmont, and the Palo Alto Unified School District.

Scott Stringer

Consulting Arborist &
Urban Forester



Scott joined H | BC in 2022, transferring from the company's office in the Chicago IL area. He was an arborist representative for many years, developing strong client relationships throughout his territory as well as expertise in all aspects of general tree care. Scott served as the Municipal Forester for the Cities of Anchorage AK and Missoula MT. Since joining H | BC, he has worked on tree risk assessment and tree preservation. Scott has a B.S. from Humboldt State University and an M.A. from the University of Illinois, Springfield. He is a Certified Arborist and is Tree Risk Assessment Qualified.

Brenda Wong

Consulting Arborist &
Urban Forester



Brenda joined H | BC in 2022 with a background in horticulture and arboriculture. She received a BA. From Naropa University, is an ISA Certified Arborist and ISA Tree Risk Assessment Qualified. While with H | BC, Brenda developed tree maintenance plans and performed tree risk assessments.

James Clark, PhD

Managing Consulting
Arborist



Jim joined HortScience, Inc. in 1991. He has B.S. and M.S. degrees from Rutgers Univ. and Ph.D. from the Univ. of California. Jim spent 10 years on the faculty of the Center for Urban Horticulture in Seattle WA. His expertise spans arboriculture & urban forestry with a focus on tree assessment and management. Jim is an ISA Certified Arborist and is Tree Risk Assessment Qualified.

Nelda Matheny

Consulting
Horticulturalist



Nelda is the founder of HortScience, Inc. For over 35 years, Nelda has been providing consultation for owners, developers, and public agencies to create enduring landscapes. Nelda Matheny is senior consultant at H | BC. She specializes in tree evaluation and management, problem diagnosis and landscape plant selection and suitability assessment. She has expertise in managing sites irrigated with recycled and low-quality water, landscape soil assessment and management, and plant evaluation and management.

Pam Nagle

Senior Consulting
Arborist & Urban
Forester



Pam is an ISA Certified Arborist with a background in landscape architecture. As an arborist, she has surveyed and performed tree assessments for public and private landholders throughout the Bay Area. She has recently advised the Climate Action Now! (CAN!) organization in San Francisco on tree selection for the Sunset Boulevard Reforestation Project, which involves SFPUC and SFPDW, funded through California ReLeaf.

Having joined the H|BC consulting team in 2020, Pam specializes in tree inventories, construction monitoring, plan review and report preparation for housing, schools, commercial redevelopment, and residential projects spanning most of the compass points and micro-climates of the greater Bay Area.

HortScience | Bartlett Consulting offers the following specialized experience and expertise:

- Of our technical staff of eight, all are ISA Certified Arborists. Nelda Matheny is a Board-Certified Master Arborist and a Registered Consulting Arborist. Ryan Suttle is a Board-Certified Master Arborist. Darya Barar is a Registered Consulting Arborist.
- Nelda Matheny and Jim Clark are authors of *A Photographic Guide to the Evaluation of Hazard Trees in Urban Areas* (published by the International Society of Arboriculture in 1994) as well as a number of articles on this topic.
- Nelda Matheny and Jim Clark are authors of *Trees and Development: A Technical Guide to the Preservation of Trees During Land Development* (1998. International Society of Arboriculture) and the *Municipal Specialist Certification Study Guide* (2008. International Society of Arboriculture). Nelda and Jim are currently working on a revision to *Trees and Development*.
- Nelda Matheny and Jim Clark have been invited speakers on the topic of tree risk assessment and tree preservation during development at a number of professional meetings including those organized by the University of California, USDA Forest Service and the National Park Service. They have provided training workshops in the United States, Europe, Canada, Hong Kong, Australia, and Singapore.
- Nelda Matheny and Jim Clark are authors (with Dr. Richard Harris) of the standard text and reference book in the field, *Arboriculture – The Integrated Management of Landscape Trees, Shrubs and Vines* (2004).
- Nelda Matheny and Jim Clark are revising the City of Palo Alto's Tree and Landscape Technical Manual.

- Nelda Matheny is one of the authors of the upcoming revisions to the International Society of Arboriculture Best Management Practices: Tree Preservation During Construction.
- Nelda Matheny is one of the authors of the upcoming revisions to the International Society of Arboriculture Best Management Practices: Tree Risk Assessment.
- Jim Clark serves as an editor for *Arboriculture & Urban Forestry* and *Urban Forestry & Urban Greening*: two of the industry's leading peer reviewed journals.
- HortScience | Bartlett Consulting has received a number of honors and awards including the California Urban Forests Council's Durrell Maughn Founders Award (2010). In 2016, Nelda Matheny and Jim Clark were recipients of the Arbor Day Foundation's Award for Excellence in Urban Forest Leadership.
- HortScience | Bartlett Consulting has extensive experience throughout the Bay Area reaching back decades. We have specifically worked with several municipalities in assisting with management of their urban forests.
- HortScience | Bartlett Consulting incorporates species invasiveness into its assessment of suitability for preservation, a component of all Arborist Reports.
- Darya Barar was one of the primary authors of the City of East Palo Alto's Urban Forest Master Plan.
- Darya Barar developed a street tree palette for the North Bayshore area of Mountain View, prioritizing site suitability based on several factors including drought tolerance and longevity and performance in paved areas.
- Darya Barar worked with the City of Menlo Park staff and the Heritage Tree Task Force on benchmarking and developing a policy analysis report for revisions to the City's Heritage Tree Ordinance.
- Ryan Suttle was part of an inter-disciplinary research team at UMass Amherst investigating the potential for leveraging artificial intelligence technology in tree risk assessment. He was invited to share the results of this novel pilot study at the 2021 International Society of Arboriculture annual conference. The study is in review for publication in a peer reviewed academic journal.
- Ryan Suttle has been invited speaker on utility forestry, and presented results of his master's research thesis, *Assessing the Structure and Function of Utility Forests in Massachusetts*, at several industry conferences in Massachusetts as well as the Trees and Utilities Conference, hosted by the Utility Arborist Association in Minneapolis.
- Ryan Suttle authored an independent report regarding the state of trees near electrical distribution lines across Massachusetts for a large northeastern utility company. The report made recommendations for future maintenance procedures for a major northeast utility with special concern for invasive tree and pest species management and climate change.

Curriculum Vitae for each of the relevant staff are included in the **Attachments**.

Consultant's Prior Experience and Qualifications

HortScience | Bartlett Consulting has completed or is actively involved with the following selected projects, among many others, within the last five years that are relevant to the scope of services of the subject RFP:

- **City of East Palo Alto:** H | BC partnered with the San Francisco Estuary Institute (SFEI) to create an Urban Forest Master Plan for the City of East Palo Alto. We were responsible for updating the City's tree inventory, assessing overall tree canopy, evaluating current policies and procedures, conducting community outreach by attending community and stakeholder meetings, and analyzing and revising the two existing tree protection ordinances.
- **Meta (facebook):** Developed an UF Management Plan which focused on the operational details associated with meeting the Master Plan's goals. This plan was completed in 2021 and incorporated plant lists, maintenance practices and maintenance schedule. In 2022, we developed a Sustainability Guidelines for its North American facilities. The guidelines apply the general principles of sustainable landscapes to Meta's properties.
- **City of Berkeley:** On-call consulting relating to street tree removal request, reviewing development plans for compliance with tree conditions, and reviewing sidewalk renovations where public trees may be impacted.
- **City of Piedmont:** On-call consulting relating to urban forestry planning, construction monitoring, street tree removal and replacement, risk assessment, assessment of impacts from development, species recommendations, and presenting to city council and commissions.

Client References

Client	San Francisco Estuary Institute (SFEI)
Address:	4911 Central Avenue. Richmond CA 94804
Contact Person:	Erica Spotswood
Telephone Number:	510-746-7331
E-mail:	ericas@sfei.com

Project:	East Palo Alto Urban Forest Master Plan
Time period:	2019 to 2022
Billing:	\$110,000
Staff:	Darya Barar, Jim Clark

The team of SFEI and H | BC created an UFMP for the City of East Palo Alto. <https://www.cityofepa.org/econdev/page/urban-forest-master-plan>. The plan was adopted by the City Council in 2022. H | BC was responsible for 1) analysis and updating the City's tree inventory, 2) tree canopy assessment, 3) evaluation of current policies and programs, 4) community and stakeholder meetings, 5) analyzing and

revising the tree protection ordinance, and 6) preparing the management section of the UFMP.

Client	Meta (Facebook)
Address:	1 Facebook Way, Menlo Park CA 94025
Contact Person:	Matt Devine
Telephone Number:	650 714 4090
E-mail:	devinem@fb.com
Project:	Urban Forest Master Plan, UF Management Plan, Landscape Sustainability Plan
Time period:	2019 to present
Billing (to date):	\$56,000
Staff:	Nelda Matheny, Ryan Gilpin, Deanne Ecklund, Pam Nagle

Meta initially engaged H | BC to develop an Urban Forest Master Plan (UFMP) for the company's Bayfront properties. We inventoried trees, shrubs and other landscape plants including roof gardens, analyzed site conditions, developed goals compatible with the company's sustainability program and future development plans. Following completion of the UFMP in 2020, Meta engaged us to develop an UF Management Plan which focused on the operational details associated with meeting the Master Plan's goals. This plan was completed in 2021 and incorporated plant lists, maintenance practices and maintenance schedule. In 2022, the company requested that we develop a Sustainability Guidelines for its North American facilities. The guidelines will apply the general principles of sustainable landscapes to Meta's properties.

Client	City of Berkeley
Address:	1947 Center St., 2nd Floor, Berkeley CA 94704
Contact Person:	Steven Buckley
Telephone Number:	(510) 926-2770
E-mail:	StBuckley@cityofberkeley.info

Project:	On-call consulting services
Time period:	2018 to present
Billing for FY2022:	\$76,000
Staff:	Darya Barar

HortScience | Bartlett Consulting provides on-call consulting relating to street tree removal requests, reviewing development plans for compliance with tree conditions, and reviewing sidewalk renovations where public trees may be impacted.

Client	City of Piedmont
Address:	120 Vista Avenue, Piedmont CA 94611
Contact Person:	Nancy Kent
Telephone Number:	(510)406-6342

E-mail: nkent@piedmont.ca.gov

Project: On-call consulting
Time period: 2014 to present
Billing: \$128,000
Staff: Darya Barar, Jim Clark

Provided on-call consulting services on a wide range of topics including, plan review, condition and risk assessment, removal recommendations, species recommendations, and worked with staff to prepare presentations for council and commissions.

Management Overview and Approach

The City of Albany's RFP clearly identified the desired services as well as the goals and objectives for the overall project. The overarching goal is to create a comprehensive Street Tree Management Plan (STMP). The STMP aims to be a programmatic resource to guide street tree-related decision-making to improve overall canopy cover along public rights-of-way. With this Plan, the City ultimately seeks to update and modernize street tree-related policies and maintenance operations to reflect current best practices in urban forestry and the needs and goals of the City and community.

The STMP will be based on an analysis of the City's tree inventory and the public component of its urban forest. In addition, the Plan will be informed by input from residents and other stakeholders.

In this section, we describe our organizational and tactical approach as well as highlight our ability to meet the City's goal. We have re-ordered and combined the above services in the context of ease of process and logical steps. At the end of the section, we highlight services that may be challenging to meet.

1. Assessment of current status, challenges, opportunities, and vision

Step #1 is to meet with the City's team to understand the project and its origins, stakeholders, and context. We will review and evaluate all relevant materials and interview staff to identify where the City is successfully meeting program goals, where there are gaps to address and opportunities to improve. We will engage directly with stakeholders who will guide us as we develop the plan. We will review the scope of services and identify sources of data, either existing or to be collected. We will identify the most effective outreach approaches and define the nature of the requested community outreach meetings.

The future context of urban forest management will also be established. How will Albany's urban forest be impacted by expected changes in climate? Will there be changes in development? How can the City leverage the street tree inventory to inform planting efforts to address tree equity?

We will likely recommend that our work undertake some level of benchmarking of Albany's programs compared to those of peer cities in the region. H | BC has provided such benchmarking in numerous projects. Results will allow Albany to compare its urban forest program and management to others.

We will collaborate with city staff in a stakeholder engagement process to compose a shared vision, goals, and objectives. The vision will strive to reflect community goals for the direction of the City's tree canopy. Part of the role of the street tree management plan is to help the city and stakeholders to achieve that vision.

2. Stakeholder Engagement and Community Outreach

The goal of community engagement is not simply to ascertain their perspective on trees and urban forestry, but to inform how best to educate citizens about their importance.

H | BC will create an accessible and educational survey to determine needs of community members as they relate to the urban forest. We will review the City's demographics based on the most recent [census](#) and work with staff to determine key stakeholders. We will work with the City and will use results from the community survey completed in 2023 to hold listening sessions with community groups and partner with key stakeholders to circulate the survey and other materials to their constituents. Additionally, we will reach out to youth climate-focused groups, community organizations, and neighborhood associations seeking opportunities to recruit long-term partners to hold listening sessions.

H | BC will work with staff to implement outreach to the project advisory team, provide updates to City Commission and councils, and attend general public meetings. In total, up to 20 meetings are estimated. Our staff will work with City staff to develop an outreach approach that is in line with the goals, stakeholders, and timeline for the project. We intend to create a steering committee, engage directly with stakeholders, and be a part of study sessions with council to confirm we have created a community outreach program that considers all voices. The end goal is to develop a process that allows information to flow both ways, from the project team to stakeholders and vice versa. This process can be replicated after the project is complete.

H | BC has extensive expertise in this area, having worked with numerous cities to develop and implement public outreach procedures related to all aspects of urban forest management.

3. Revision of City Ordinance/Policy and Procedures

H | BC will review the City's ordinance, policy, procedures, and review related street tree policies, and procedures. We will recommend updates to the tree ordinance based on extensive benchmarking with other local ordinances. To create an effective ordinance, we will tailor policies to reflect current community vision and City goals. We have authored several Bay Area ordinances and currently advise on new ordinances, policies, and procedures for the City of Albany

4. Develop a Street Tree Management Plan

H | BC will develop the organization, narrative text, and graphic layout of the Plan. Graphic layout will be facilitated by design experts either in-house at Bartlett, or contracted out to a third party to ensure visually appealing document to foster use by City staff in ongoing community outreach. The plan will clearly outline the policies, procedures, and programs the City plans to implement. The

STMP will be developed in coordination with the City staff for input on topics including:

a. Key goals and performance indicators

Measurable key performance indicators, such as target planting numbers, will be vital to track performance in context with overarching goals including canopy coverage. Indicators will also align with overall Citywide goals outlined in other City documents such as the CAAP.

b. Tree species and management recommendations

Albany's public right-of-way is unique in some ways and in other ways similar to other surrounding cities. Species choices should be suitable for the evolving climate and site-specific growing conditions. For example, species that are drought tolerant should be selected to withstand expected increasing drought conditions. As recycled water becomes more prevalent in the area salt tolerance will be increasingly important. Species with limited root damage potential to adjacent sidewalks or below-ground utilities should be prioritized due to the prevalence of planting strips along Albany streets.

Street trees play a significant role in the aesthetic appearance of the community. The proper selection of street trees species can enhance the appearance of private property, and can serve as a visual buffer between different buildings and land uses. Thus, the plan will consider the selection and placement of street tree plantings will take into consideration surrounding architecture and activities.

Our staff are well versed in making management recommendations with reference to maintenance. In East Palo Alto we were able to work with staff to identify strategies to move from a reactive maintenance program to a proactive maintenance program.

Additionally, we can make recommendations for policies and procedures around tree removal and replacement which are vital to delivering on proving a sustainable urban forestry program. Current species distribution throughout the City adds distinct character to different neighborhoods and streets in Albany.

Our recommendations will strive to preserve the character of the area while making sound arboricultural, climate-ready species recommendations for new plantings and replacement plantings. Where possible, recommendations will also include creative solutions that consider hardscape modification, and removals and replacements will be phased to limit impact to neighborhood character and tree cover.

c. Staffing structure and budget recommendations

H | BC will collaborate with staff and stakeholders to make sound recommendations for internal structures, processes, and budgeting based on the STMP.

d. Strategies for ongoing public education and outreach efforts

The STMP will lay out strategies for ongoing community engagement and will be supplemented and supported by a community network. Collaboration opportunities for City staff, community volunteers, community partners, and community organizations will be identified. In particular, a volunteer-street-tree-planting program will benefit the STMP. Volunteer support may also be recommended to maintain newly planted trees.

5. Project Management

We understand and acknowledge the need for regular meetings with staff and stakeholders to maintain the appropriate direction and focus of the project. From our perspective, project management begins at contract negotiations and the kick-off meeting where expectations are identified.

Scope of Service Challenges

Among the requested services and outcomes are several which pose unique challenges and may require modification.

1. Shared responsibility of trees

The current City tree ordinance, housed under Albany Municipal Code Section 14-1.4 Trees, outlines property owner maintenance responsibility and duty to the public to ensure non-dangerous conditions for users of public streets and sidewalks. The City's Urban Forester must approve any planting or pruning work to maintain a consistent and high standard of care. Public trees are ultimately the shared responsibility of the City and abutting property owner. In practice, however, confusion regarding maintenance responsibility and associated liability may make coordinated management challenging.

Outreach can help provide an understanding of the agreement between the city and individual property owners.

2. Community Outreach and Tree Removal

In discussion with City officials and our own experience in attending Commission Meetings regarding tree removals, we understand that community outreach regarding tree removals will require extensive effort. We understand that many residents and stakeholder groups are concerned about tree removals in the public right-of-way. Mature trees in an urban landscape, particularly those that are as prominent as street trees, have significant emotional, environmental, and aesthetic appeal. At the same time, as trees age and grow larger, so does the potential for and consequences of maintenance conflicts such as sidewalk damage and tree failure.

Both sides require thoughtful and purposeful consideration in urban forest management to meet the needs of the community. We have extensive experience meeting stakeholders where they are to work collaboratively in managing the tree population with environmental responsibility, equity, and safety being paramount.

Project Timeline

H | BC anticipates a 12-month project period (Figure 1) to accomplish the tasks outlined in the Project Scope Outlined in the RFP. Several tasks are necessarily related and will overlap.

Figure 1: Anticipated project timeline.

Price Quotation

Price quotation is broken down by task identified in the Project Scope outlined in the RFP (Table 1).

Table 1: Anticipated price quotation.

Task	Estimated Hours	Fee	%
Assessment of current status, challenges, and opportunities	25	\$ 6,000.00	6%
Stakeholder Engagement and Community Outreach	140	\$ 33,600.00	35%
Revision of City Ordinance/Public Procedures	50	\$ 12,000.00	13%
Develop a Street Tree Management Plan	80	\$ 19,200.00	20%
Project Management	75	\$ 18,000.00	19%
Total		\$ 96,000.00	100%

We are also happy to provide proposals on a project-by-project basis for services not included in the above description (Table 2).

Table 2: Hourly rates for additional services, organized by staff.

Position	Rate
Managing Consultants	\$ 240.00
Consultants	\$ 200.00
Arborist	\$ 180.00
CAD/GIS Specialist	\$ 180.00
Administrative Assistant	\$ 80.00

Hourly fees are portal-to-portal. Mileage shall be reimbursed at the latest published IRS rate, currently \$0.655 per mile (from Berkeley).

Invoices shall be submitted to the client upon completion of a scope item. Payment is due within 30 days of date of invoice.

Conditions of Proposal

The terms of this proposal shall remain in effect for a period of 45 days.

The client must inform HortScience | Bartlett Consulting of any additional requirements, including all insurance requirements, such as requests for Certificates of Insurance, or specific terms and conditions, which may affect the pricing of this proposal and the work. In the event that additional requirements do affect the costs associated with performance, HortScience | Bartlett Consulting reserves the right to reissue a new proposal with revised pricing for acceptance.

Task	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
Assessment of current status, challenges, and opportunities												
Stakeholder Engagement and Community Outreach												
Revision of City Ordinance/Public Procedures												
Develop a Street Tree Management Plan												
Project Management												

Additional General Terms

After reviewing the additional general terms provided with this proposal, which become part of this agreement, please sign and return a copy. In the event that the client should issue additional work authorization terms, if agreed upon, such terms will be incorporated into this agreement. In the event that such terms conflict with this agreement, then the terms of this agreement shall govern over any conflicting language.

Approval

The undersigned agree to the terms and conditions of this proposal and additional general terms.

City of Albany

HortScience | Bartlett Consulting



Date

Ryan Suttle
Date

8/29/2023



General Terms for Commercial Consulting Services

The F.A. Bartlett Tree Expert Company ("Bartlett Tree Experts") provides tree-care and related consulting services to commercial and government clients. The agreed upon "Work" has been expressed in a separate Client Agreement between Bartlett Tree Experts and the Client, and is identified within the portion of the Client Agreement communicating the Scope of the Work, the Goals, the Specifications, the Schedule of the Work, and the Payment Terms. These general terms combine with the approved Client Agreement and form the complete agreement between the parties.

Article 1 TREE RISK

1.1 Tree Risk

- (a) *The Client acknowledges that having trees on one's property involves risk, including the risk that a tree or tree limb might fall. As part of the Work, Bartlett Tree Experts may recognize the risk posed by failure of trees within the Scope of Work and recommend to the Client ways to reduce that risk, but the Client acknowledges that Bartlett Tree Experts cannot detect all defects and other conditions that present the risk of tree failure and cannot predict how all trees will respond to future events and circumstances. Trees can fail unpredictably, even if no defects or other conditions are apparent. Bartlett Tree Experts will not be responsible for damages caused by subsequent failure of a tree, or tree part, within or around the Scope of Work due to defects or other preexisting structural or health conditions.*
- (b) *Unless the Work includes having Bartlett Tree Experts perform a tree risk assessment for designated trees, the Client acknowledges that in performing the Work Bartlett Tree Experts is not required to inspect and report to the Client on risks to, and risks posed by, trees on or near the Client's property.*
- (c) *The Client also acknowledges that because trees are living organisms that change over time, the best protection against the risk associated with having trees on the Client's property is for the Client to arrange to have them inspected by a qualified arborist annually and after each major weather event to identify any defects or other conditions that present the risk of tree failure. Then, once inspected, the Client should review any possible defects or conditions that present the risk of failure and request recommendations for, and implement, remedial actions to mitigate the risks.*

Article 2 THE WORK

2.1 Ownership

The Client states that all trees and other vegetation within the Scope of Work are owned by the Client or that the Owner has authorized the Client to include them within the Scope of Work.

2.2 Specified Trees or Work

The specific trees, shrubs, plant materials or work described in the Scope of Work or in the Agreement will be the only trees, shrubs, plant materials, or work included in the scope of the consultative services or Work performed by Bartlett for the Client.

2.3 Insurance

- (a) *Bartlett Tree Experts states that it is insured for liability resulting from injury to persons or damage to property while performing the Work and that its employees are covered under workers' compensation laws.*
- (b) *The scope of ongoing operations of the Work shall be defined as beginning when the performance on the site begins and ending when the performance on the site concludes.*

2.4 Compliance

Bartlett Tree Experts shall perform the Work competently and in compliance with the law and industry standards, including the American National Standards Institute's A-300 Standards for tree care.

2.5 Access Over Roads, Driveways, and Walkways

The Client shall arrange for Bartlett Tree Experts' representatives, vehicles, and equipment to have access during working hours to areas where the Work is to be performed. The Client shall keep roads, driveways, and walkways in those areas clear during working hours for the passage and parking of vehicles and equipment. Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to keep gates closed for animals or children.

2.6 Personnel

Bartlett Tree Experts will determine and provide the correct Bartlett personnel for completing the Work based scope of the project, the expertise needed, and the geographic location of the work, in order to meet the goals of the Client.

2.7 Accuracy of Information Provided By the Client or By Third Parties Acting on Behalf of the Client

- (a) *The Client acknowledges that Bartlett Tree Experts cannot be held responsible for the accuracy of or content of information provided by the Client or third parties acting on behalf of the Client, including but not limited to; the legal description of the property, issues of title and/or ownership of the property, software programs, property and property line locations and/or boundaries, or other pieces of information provided which are integral to the final outcome of the consulting Work.*

- (b) *The Client agrees to correct any errors in any such inaccurate information that it or any third party acting on its behalf, provides Bartlett Tree Experts, once the inaccuracy is known, if such information will be necessary for Bartlett Tree Experts to base its final analysis, management plans, written reports, information or recommendations on for the finalization of the Work.*
- 2.8 **Information Provided By Reliable Sources**
In certain circumstances, Bartlett Tree Experts may need to engage outside reliable sources to provide specialized information, cost estimates, or opinions. Bartlett Tree Experts will make every effort to engage reputable and reliable sources, and will communicate the use of these sources to the Client if such sources are used to help determine an integral part of the Work.
- 2.9 **Tree Locations, Maps, Sketches, and Diagrams**
The Client acknowledges that Bartlett Tree Experts may use several means and methods to provide tree locations on maps, sketches, or drawings, and that the use of tree locations on maps, sketches, diagrams, and/or in pictures are intended to aid the Client in understanding the deliverables provided, and may not be to scale and should not be considered precise locations, engineering surveys, or architectural drawings.
- 2.10 **Global Positioning Systems**
The Client acknowledges that all global positioning system (GPS) devices used to locate trees, shrubs, and plant material, have some accuracy limitations, and regardless of the methodologies or software programs used to enhance the accuracy of the locations, there will always be some level of meter or sub meter locational discrepancies within any deliverable product.
- 2.11 **Advice, Opinions, Conclusions, and Recommendations**
- (a) *The Client Acknowledges that all advice, opinions, conclusions, and recommendations provided represent the professional objective opinion(s) of Bartlett Tree Experts; which are in no way predetermined, or biased toward any particular outcome.*
- (b) *The Client acknowledges that all advice, opinions, conclusions, and recommendations provided verbally or in written format such as email, management plans, or reports will be based on the present status of the tree(s), property(s), environmental conditions, and industry standards. Any advice, opinions, conclusions, and recommendations provided do not take into account any future changes in environmental conditions or changes to current industry standards which are unknown and unforeseen at the time the Work is performed.*
- 2.12 **Tree Risk Assessments and Inventories**
- (a) *If the Client Agreement is specifically for Bartlett Tree Experts to provide a Level 1 Limited Visual, Level 2 Basic, or Level 3 Advanced assessment of tree risk for any tree or group of trees for the Client in accordance with industry standards, the Client understands that any risk ratings and recommendations for mitigating such risks will be based on the observed defects, conditions, and factors at the time of the tree risk assessment or inventory.*
- (b) *The Client acknowledges that any recommendations made to mitigate risk factors will be made in accordance with industry best practices and standards, but that the decision to implement the recommended mitigation or remove the risk factors rests solely with the Client.*
- (c) *The Client understands that all risk ratings used are intended to assist the Client with understanding the potential for tree or tree part failure, and are not meant to be used to declare any tree or tree part to be safe or free from any defect. As such, the Client should not infer that any tree not identified as having an imminent or probable likelihood of failure, or not identified with a moderate, high, or extreme risk rating, or not having a condition rating of poor or dead is "safe" or will not fail in any manner.*
- (d) *The Client understands that it is the Client's responsibility to ensure that the assessed tree or trees are continually inspected and reassessed periodically, or after any major weather event, in order to ensure that risk rating information is kept current, and to enter any changes to risk ratings or mitigation measures to the inventory or tracking system used by the Client.*
- 2.13 **Tree or Plant Value Appraisals**
- (a) *The Client acknowledges that tree appraisal is not an exact science. If the Client Agreement is for Bartlett Tree Experts to provide the Client with an appraisal estimate of cost or value, or estimated tree asset value, for specified trees or plant materials, the Client understands that those estimates will be based on a combination of visible conditions at the time of appraisal, information or pictures provided by the Client, local knowledge, information and/or cost estimates provided by local nurseries or plant wholesalers, information and/or costs provided by tree care or landscape installation and maintenance companies, industry best practices, and/or asset value software.*
- (b) *The Client understands that while any such appraisal will be based on one or several accepted industry methods of appraising plant material values, the appraised values provided may or may not be accepted as the final value by third parties, or decision makers in disputes over plant values, such as courts, arbitrators, insurers, or mediation efforts.*
- 2.14 **Local and Tree-Related Permits**
Unless the Client Agreement states differently, the Client is responsible for obtaining and paying for all required local or tree related permits required. If the Work stated in the Client Agreement involves Bartlett Tree Experts submitting for, or assisting the Client in submitting for, any kind of local or tree-related permit, the Client understands that Bartlett Tree Experts cannot guarantee the successful outcome. If Bartlett Tree Experts submits a local or tree permit application on behalf of the Client, the

Client must provide all necessary information for Bartlett to make such a submittal, and the Client will be responsible for paying for, or reimbursing Bartlett Tree Experts for, all fees and expenses related to the application process, regardless of the outcome.

2.15 Expert Witness and Testimony

The Client acknowledges that unless the Scope of Work in Client Agreement is specifically to perform Expert Witness services and testimony for the Client, then nothing in the Client Agreement will obligate Bartlett Tree Experts to perform Expert Witness services or provide expert testimony for or on behalf of the Client.

2.16 Environmental Benefits Assessments

- (a) The Client understands that Bartlett Tree Experts may use one or more software, or other programs, developed by other companies or government agencies, which are designed to help provide estimates on the environmental benefits of trees, shrubs, or other plant materials if the Work involves providing an environmental benefit assessment for the Client.
- (b) The Client acknowledges that while Bartlett Tree Experts will be responsible for the correct collection and input of data into any such software or other program used to help estimate environmental benefits of trees, shrubs, and other plant materials, the determinations of the data made by any such program may vary based on the method, software, type, year, or version used at any given time. The Client understands that any such method, software, type, year, or version used is meant to provide a sound, scientific method to help the Client understand the environmental benefits of the collected data.

2.17 Tree and Property Hazards and Safety Issues

The Client understands that in no way does Bartlett Tree Experts imply, nor should the Client infer that Bartlett Tree Experts assumes the responsibility for inspecting, identifying, and correcting tree or property hazards or safety issues on or near the Client's property, or conducting tree risk assessments, for which the Client Agreement does not specify, during the course of any of its ongoing consultative or other activities related to this Agreement.

2.18 Remote Sensing and Tree Canopy Assessments

- (a) *If the Work requires Bartlett Tree Experts to evaluate aerial imagery to classify land cover classes, classify random points, or create or manipulate shapefile boundaries, the Client understands that certain factors can prohibit the accuracy of the final Work product, such as; the availability of imagery, files, and shapefiles for the property or site from reliable sources, the accuracy and quality of imagery, files, or shapefiles obtained from reliable sources or provided by the Client, the date of when the imagery, files, or shapefiles were taken or created, and the ability for a person to visually discern the difference between the pixels of aerial imagery.*
- (b) *If such factors inhibit the accuracy of the Work, Bartlett Tree Experts may choose to conduct visual assessments, or use other means, to verify or classify points or imagery into the required specifications. If such alternate methods are used, Bartlett Tree Experts will communicate the use of such methods to the Client in the final work product. If it is not possible or feasible to use alternative methods, then the Client acknowledges that the final work product may have some gaps in accuracy.*

2.19 Use of Drones and Drone-Related Equipment

- (a) If the Work specifies the use of Drones or Drone-related equipment to help collect information, the Client acknowledges that in some cases the use of Drones and Drone-related equipment can provide detailed information, imagery, views, and pictures of a tree(s) or property(s); however, in some cases, not all aspects of a tree(s) or property(s) can be seen or accessed by a Drone. The Client understands that this technology can be limited and should not be used by the Client as the sole decision-making criteria, but rather one of many factors used by the Client in the decision-making process.
- (b) The Client agrees that other methods of obtaining the required information must be included in the Client Agreement, and may be required to be utilized, in addition to or separate from the use of Drones or Drone related equipment in the event that the limitations are too severe to perform the required Work.

2.20 Decay Detection Devices

- (a) The Client acknowledges that all decay detecting devices have limitations, and the use of any such device should be used to supplement information regarding the decay within a tree or trees, and not as the sole source of information.
- (b) If the Work requires the use of a decay detection device, unless the Client Agreement specifies the type of device, Bartlett Tree Experts will decide the most appropriate type of decay detecting device to use based on the conditions present and the information needed to supplement and complete the Work.

2.21 Diagnostic Services

Bartlett Tree Experts may offer diagnostic services as a means of attempting to isolate certain plant pest or soil problems for the Client, and determining the most logical possibility as to the cause of the condition of the trees, shrubs, or plants in question. The Client understands that in some cases government quarantines may prohibit samples from being sent to a diagnostic clinic, and in some cases, determinations on samples may be inconclusive.

2.22 Tree Preservation, Tree Protection, and Construction and Site Monitoring

- (a) *If the Work includes Bartlett Tree Experts conducting or providing tree preservation or tree protection evaluations, tree impact evaluations, recommendations, specifications, and/or documents required by the governing agency, the Client understands that Bartlett Tree Experts will review the project, materials or plans that are provided by the Client, combined with industry best practices and current tree conditions, to arrive at the recommendations and specifications. The Client also understands that trees are living organisms and that even following all industry best practices and specifications cannot guarantee that a tree will survive construction impacts, which may include but are not limited to soil compaction, root damage, inadequate soil moisture, and decrease in tree stability.*

- (b) *If the Work includes Bartlett Tree Experts conducting or providing tree monitoring during project construction, the Client understands that Bartlett Tree Experts will review the project, materials, or plans that are provided by the Client and/or described by the Client representative at the site, and provide recommendations to the Client to assist with tree preservation or protection, but that the Client will be responsible for ensuring the implementation of such recommendations by the Client or any third parties.*
- 2.23 **Irrigation and Recycled Water Assessments**
 (a) If the Work requires Bartlett Tree Experts to provide irrigation or recycled water assessments as a means of aiding the Client with their tree care needs, the assessments will be provided using the best known site conditions, the best available water quality information, or the best available water quality test results provided to Bartlett Tree Experts; however, the Client acknowledges that Bartlett Tree Experts cannot provide information on water source, delivery systems, water chemistry, water quality testing methodology, or distribution systems.
- 2.24 **Bird, Water Fowl, and Wildlife Habitat Assessments**
 If the Work requires Bartlett Tree Experts to provide bird, water fowl, and wildlife habitat assessments or identifications as a means of aiding the Client with their tree care needs and wildlife considerations, the assessments will be based on known site conditions and available industry bird, waterfowl, and wildlife management information.
- 2.25 **Endangered or Protected Species and Habitats**
 (a) If the Work is for Bartlett Tree Experts to identify trees or plant materials that may be endangered or protected species, or to identify trees or plant materials that may be primary or secondary habitat for endangered or protected species, or to provide any analysis for a project that may affect any endangered species or protected species or its habitat, then Bartlett Tree Experts will base all reports and information on the existence of any known endangered or protected species and known habitats using government approved endangered or protected species or habitat information.
 (b) The Client acknowledges that Bartlett Tree Experts cannot be responsible for identifying unknown endangered species or habitats.
- 2.26 **Wetland and Riparian Habitat Mapping**
 The Client understands that if the Work involves wetland or riparian habitat mapping, such maps will require the Client to provide the tree or plant species considered to be the primary or secondary habitat for the specific species of animal in question, and such maps will be limited to the species information provided as it overlays within the known designated wetland areas.
- 2.27 **Representation Services**
If the Work involves a member of Bartlett Tree Experts acting as a representative for, or decision-maker for, the Client, including but not limited to activities such as reviewing, approving or declining tree-related permits, plans, designs, or selections submitted by third parties, then the Client agrees to be the final decision-maker in the event of a third party appeal of an adverse decision or recommendation made by Bartlett Tree Experts with respect to granting or denying a tree related permit, plan, design, or selection submitted by a third party. The Client also agrees to defend Bartlett Tree Experts against any claims made by third parties regarding such decisions or recommendations, and represent the decisions and recommendations of Bartlett Tree Experts, as if such decisions or recommendations were made by the Client.
- 2.28 **Integrated Pest Management**
 (a) *If the Work includes consultation for integrated pest management services, the Client understands that the final product may involve recommendations for plant health care treatments that will be tailored to meet the Client's needs for specific trees, shrubs, turf areas, or plants. In creating these recommendations, Bartlett Tree Experts will consider the Client's objectives, priorities, budgetary concerns, plant materials, site conditions, pest and disease infestation levels and the expectations of those levels, and timing issues.*
 (b) *The Client acknowledges that such recommendations may involve one or more inspections of specific plants to help determine insect and disease concerns, the sampling of specific plant materials or soil areas, an understanding of the cultural needs of certain plants, consideration of biological control concepts and limitations (natural and/or introduced predators), recommended improvements to physical site conditions, or the use of pesticide treatments. The integrated pest management service does not combine all possible controls and concepts for every tree, shrub, turf area, or plant, but rather it considers the most reasonable option or options for control of and mitigation of insect and disease damages to the specific trees, shrubs, turf areas or plants as designated by the Client to meet the Client's goals.*
 (c) *The Client understands and acknowledges that during the course of an integrated pest management program, as inspections are taking place, and treatments or other services are being performed to certain trees or shrubs, not every tree or shrub inspected will require a specific treatment or other service, and in fact, some trees or shrubs may not require any specific treatment or other service throughout the course of a season to maintain health and vigor if the inspections show insignificant pest thresholds, and sound environmental and cultural conditions.*
 (d) *The Client also understands that tree, shrub, plant and turf inspections conducted during the integrated pest management program are for the purpose of determining plant health issues and, insect and disease thresholds; and are not conducted for the purposes of determining tree, shrub, plant, or turf safety.*

2.29 Plant Species Selection

If the Work involves Bartlett Tree Experts providing advice and guidance on plant species selection to aid the Client with their landscape site needs, Bartlett Tree Experts will provide the advice and guidance based on the known site conditions, the available plant species locally at the time, and the plant species characteristics. The Client will be responsible for the planting and maintenance, and ensuring the survival of such plant selections in the landscape.

2.30 Trees and Subsidence Assessments

- (a) *If the Work involves Bartlett Tree Experts providing an assessment of relationship between certain trees or tree parts and the subsidence or movement of a building or structure, the Client understands that certain inferences and assumptions will be made given the location, visibility, soil and drainage conditions, size, species, and condition of the tree or trees, and other factors, in order to perform the Work in the least intrusive manner possible.*
- (b) *Bartlett Tree Experts recommends that the Client reviews any tree related report recommendations, prior to having the work completed, with their structural engineer or other qualified building contractor to help the client determine any potential adverse impact to the buildings or structures.*

2.31 Investigation of Covenants, Easements, Constraints, or Restrictions

The Client is responsible for investigating and identifying to Bartlett Tree Experts any covenants, easements, constraints, or other restrictions to the title or deed on the property that may adversely impact Bartlett Tree Experts' ability to perform the Work.

2.32 Cancellation

If the Client cancels or reduces the Work after the Work has started, the Client shall pay Bartlett Tree Experts for all the items of the Work that have been completed and all reasonable costs Bartlett Tree Experts has incurred in preparing to perform the remainder of the Work.

2.33 Payment

The Client shall pay for the Work when the Client receives Bartlett Tree Experts' invoice for the Work, unless specific payment terms have been agreed upon by the parties. If any amount remains unpaid 30 days after the date of the invoice or any period stated in the Client Agreement, whichever is longer, as a service charge the unpaid amount will accrue interest at the rate of 1.5% per month (or 18% per year) or the maximum rate permitted by law, whichever is lower. The Client shall reimburse Bartlett Tree Experts for any expenses (including attorneys' fees and court costs) it incurs in collecting amounts that the Client owes under the Client Agreement.

Article 3 TREE CONDITIONS

3.1 Cables, Braces and Tree-Support Systems

The Client acknowledges that cables, braces or tree-support systems are intended to reduce the risk associated with tree part breakage by providing supplemental support to certain areas within trees and in some cases by limiting the movement of leaders, limbs, or entire trees, and are intended to mitigate the potential damage associated with tree part breakage; but that such supplemental support systems cannot eliminate the risk of breakage or failure to trees or tree parts entirely, and future breakage and damage is still possible

- (a) *The Client acknowledges that for cables, braces or tree-support systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.*

3.2 Lightning Protection Systems

- (a) *The Client acknowledges that lightning protection systems are intended to direct a portion of the electricity from a lightning strike down through the system into the ground, and mitigate the potential damage to the tree from a lightning strike, but that such systems cannot prevent damage to structures, nor can such systems prevent damage to trees caused by lightning entirely.*
- (b) *The Client acknowledges that for lightning protection systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.*

3.3 Recreational Features

- (a) *The Client acknowledges that Bartlett Tree Experts recommends stopping the use of, and removing, any tree house, ropes course, swing, or other recreational feature attached to a tree. Regardless of the health or condition of the tree, such features might be unsuited for the intended use or might place unpredictable forces on the feature or the tree, resulting in failure of the feature or the tree and injury to persons or damage to property. Bartlett Tree Experts is not responsible for the consequences of use of any such feature.*
- (b) *The Client acknowledges that if a recommendation is made to mitigate an observed and immediate safety issue on a tree with any such device or feature attached, such as the removal of a dead, dying, or broken limb that could fall and injure a person or damage property, the Client should not infer that following the recommendation and mitigating the immediate safety issue makes the tree in question safe for the use of the attached device or feature.*

- 3.4 Root Pruning**
In the right circumstances, root pruning is a valuable and necessary service, but it might pose a risk to the health and structural integrity of trees. To limit that risk, Bartlett Tree Experts performs root pruning to industry standards, but the Client acknowledges that the health and structural integrity of trees within the Scope of Work might nevertheless be adversely affected by any root pruning performed as part of the Work. Bartlett Tree Experts shall assist the Client in understanding the risks involved before opting for root pruning, but the Client will be responsible for deciding to proceed with root pruning.
- 3.5 Stumps, Stump Grinding, Tree Grates**
The Client acknowledges that if any recommendations call for the removal of certain trees, that the remaining stumps may present tripping hazards, and that it is the Client's responsibility to remove any such tripping hazard, whether such hazard is created by the stump, the grindings if the stump is ground down, or any tree grates that exist.
- 3.6 Client Trees in Hazardous Condition**
If the Client Agreement specifies that one or more trees within the Scope of Work are in hazardous condition, have an extreme, high or moderate risk rating, or should be removed for safety reasons, the Client acknowledges that removing those trees would prevent future damage from trees or tree limbs falling. If the Client requests that one or more of those trees be pruned instead of removed, the Client acknowledges that although pruning might reduce the immediate risk of limbs falling, it does not preclude the possibility of future limb, stem, or root failure. Bartlett Tree Experts is not responsible for any such future failure.
- 3.7 Trees in Poor Health or a Severe State of Decline**
The Client acknowledges that if a tree is in poor health or in a severe state of decline, Bartlett Tree Experts cannot predict how that tree will respond to any recommended plant health care or soil care and fertilization treatment and might not be able to prevent that tree from getting worse or dying.
- 3.8 Trees Planted and Maintained by Other Contractors**
The Client acknowledges that if trees within the Scope of Work were recently planted or are being maintained by one or more other contractors or if one or more other contractors will be watering and providing services with respect to trees within the Scope of Work, how those trees respond to treatment in the course of the Work might be unpredictable, and Bartlett Tree Experts cannot be responsible for the health of such trees or plants.
- 3.9 Trees with Cones and Large Seed Pods**
The Client acknowledges that large tree cones or seedpods on some trees can become dislodged and fall without notice, creating a hazard to persons or property. If the Client has the type of tree on their property that produces large, heavy cones or seedpods, and the Client does not wish to remove the tree, Bartlett Tree Experts recommends that the Client marks off and restricts the area under and near the tree from pedestrian and vehicle traffic whenever possible, places a warning sign near the tree, remains aware of the hazardous conditions the falling cones can create, and inspects the tree annually and removes any observable cones if possible in order to mitigate the potential for damage from falling cones.
- 3.10 Fire Damage**
- (a) *Regardless of the species, trees exposed to fire can suffer structural damage that goes beyond whatever external damage might be visible. Fire can cause cracking and brittleness in tree structure and integrity; it can make pre-existing defects worse; it can make roots less stable; and it can weaken the overall health of the tree, making it susceptible to disease and pest infestations. The effects of fire damage are unpredictable and difficult to determine. Bartlett Tree Experts is not responsible for any injury to persons or damage to property resulting from services performed on fire-damaged trees as part of the Work.*
 - (b) *The Client acknowledges that if trees and shrubs on the Client's property have been exposed to fire, the Client should have qualified arborist periodically inspect trees and shrubs on the property for fire damage.*

Article 4 DISPUTE RESOLUTION

- 4.1 Arbitration**
- (a) *As the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of or related to the Client Agreement or Bartlett Tree Experts' performance of the Work, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules, and each party hereby consents to any such dispute being so resolved. Any arbitration commenced in accordance with this section must be conducted by one arbitrator. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. The parties also agree that the issue of whether any such dispute is arbitrable will be decided by an arbitrator, not a court.*
 - (b) *The arbitrator must not award punitive damages in excess of compensatory damages. Each party hereby waives any right to recover any such damages in any arbitration.*

4.2 Third Party Liability

The Client acknowledges that the use of any management plans created, reports written, recommendations, maps, sketches, and conclusions made are for the Client's use and are not intended to benefit or cause damage to any third party. Bartlett Tree Experts accepts no responsibility for any damages or losses suffered by any third party or by the Client as a result of decisions made or actions based upon the use of reliance of the management plans created, reports written, recommendations, maps, sketches, and conclusions made by any third party.

4.3 Limitation of Liability

The maximum liability of Bartlett Tree Experts for any losses incurred by the Client arising out of the Client Agreement or Bartlett Tree Experts' performance of the Work will be the amount paid by the Client for the Work, except in the case of negligence or intentional misconduct by Bartlett Tree Experts.

Article 5
MISCELLANEOUS

5.1 Client Responsibilities

- (a) *The Client is responsible for the maintenance of the Client's trees, shrubs, and turf and for all decisions as to whether or not to prune, remove, or conduct other types of tree work on each respective tree, or when to prune, remove, or conduct other tree work on any respective tree, and all decisions related to the safety of each respective tree, shrub, and turf area.*
- (b) *Nothing in this Agreement creates an ongoing duty of care for Bartlett Tree Experts to provide safety maintenance or safety inspections in and around the Client's property. It is the responsibility of the Client to ensure the safety of its trees and landscape, and to take appropriate actions to prevent any future tree or tree part breakage or failures, or otherwise remove any hazardous conditions which may be present or may develop in the future.*

5.2 Severability

If any portion of this Client Agreement is found to be unenforceable, then only that portion will be stricken from the Client Agreement, and the remainder of the Client Agreement will remain enforceable.

5.3 Unrelated Court Proceedings

The Client acknowledges that Bartlett Tree Experts has prepared the Client Agreement solely to help the Client understand the Scope of Work and the related costs. If a court subpoenas Bartlett Tree Experts' records regarding, or requires that a Bartlett representative testify about, the Client Agreement or the Work in connection with any Proceeding to which Bartlett Tree Experts is not a party or in connection with which Bartlett Tree Experts has not agreed to provide expert testimony, the Client shall pay Bartlett Tree Experts Two Hundred Dollars (\$200.00) per hour for time spent by Bartlett representatives in collecting and submitting documents for those Proceedings and attending depositions or testifying as part of those Proceedings.

5.4 Use of Information

The Client acknowledges that the information provided within the Client Agreement and any deliverables provided is solely for the use of the Client for the intended purpose of helping the Client understand and manage their tree care needs. All deliverables must be used as a whole, and not separated or used separately for other purposes.

5.5 Notices

For a notice or other communication under the Client Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company (with all fees prepaid), or (3) by email. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

5.6 Amendment; Waiver

No amendment of the Client Agreement will be effective unless it is in writing and signed by the parties. No waiver under the Client Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

5.7 Conflicting Terms

If these terms conflict with the rest of the Client Agreement, the rest of the Client Agreement will prevail. If these terms conflict with any other Client documentation, terms, or purchase order agreement, then the Client Agreement and these terms will prevail.

5.8 Entire Agreement

The Client Agreement with these terms constitutes the entire understanding between the parties regarding Bartlett Tree Experts' performance of the Work and supersedes all other agreements, whether written or oral, between the parties.



ATTACHMENTS

Curriculum Vitae

Brenda Wong
Darya Barar
James Clark
Jane Whitcomb
Nelda Matheny
Pam Nagle
Ryan Suttle
Scott Stringer