

AGREEMENT FOR ARBORIST SERVICES FOR CAMAS, WA URBAN TREE PROGRAM

THIS AGREEMENT, entered into on _____, 2016 by and between the City of Camas, Washington (hereinafter referred to as the OWNER), and Davey Resource Group, a Division of The Davey Tree Expert Company, hereinafter referred to as the CONTRACTOR).

WHEREAS, the CONTRACTOR represents that they have sufficient experienced personnel and equipment to perform, and the OWNER desires the CONTRACTOR to perform, the CONTRACTUAL services herein described in respect to Consulting Arborist services.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

GENERAL

The CONTRACTOR shall render in a workmanlike manner and in accordance with applicable industry standards, the CONTRACTUAL services described in the PROPOSAL (hereinafter called the "PROPOSAL") dated October 2016 and by this reference made a part of this AGREEMENT, as Schedules A & B, upon the terms and conditions herein stated.

INSURANCE

CONTRACTOR shall, prior to commencing work, secure and continuously carry minimum insurance coverage:

Commercial General Liability insurance with a minimum single limit of \$1,000,000 to protect against and from all loss by reason of injury to persons or damage to property, including CONTRACTOR employees and all third persons, and property of OWNER and all third parties based upon and arising out of CONTRACTOR'S operations hereunder.

Business Automobile Liability insurance with a minimum single limit of \$1,000,000 for bodily injury and property damage with respect to CONTRACTOR's vehicles whether owned, hired or non-owned, assigned to or used in the performance of the work.

Workers' compensation and employers' liability insurance, as required by law, covering all its employees who perform any of the obligations of the CONTRACTOR under the CONTRACT. If any employer or employee is not subject to the workers' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws.

Unless specifically waived by OWNER, a certificate of insurance and its respective endorsement the OWNER shall be named as additional insured on as it respects the operations of CONTRACTOR performed pursuant to this Agreement all policies of insurance required except workers compensation. To the issuance of such insurance shall be furnished to OWNER prior to the beginning of work.

If requested by OWNER, a certificate of insurance and its respective endorsement certifying to the issuance of such insurance shall be furnished to OWNER prior to the beginning of work.

QUALIFIED PERSONNEL

The obligations and duties to be performed under this AGREEMENT shall be performed by persons qualified to perform such duties.

INDEMNITY

CONTRACTOR agrees to indemnify and hold harmless OWNER from and against any and all claims; liabilities actions, causes of actions or matter asserted against OWNER by any party whatsoever, to the extent such matter arises out of the performance of the CONTRACTUAL work or materials to be performed by the CONTRACTOR under the terms of this agreement.

FORCE MAJEURE

Each party shall be excused from performance under this Urban Tree Program Contract Agreement For Services and shall have no liability to the other party for any period it is prevented from performing any of its obligations as a result of delay caused by the other party or by an act of God, terrorism, civil disturbance, or any other condition beyond the CONTRACTOR's control.

TERMINATION

In the event that termination is not the result of CONTRACTOR's breach or default, an equitable adjustment shall be made in the compensation payable to CONTRACTOR under this Agreement, including costs to terminate and shut down the Work. CONTRACTOR shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination.

SCOPE OF SERVICES

The OWNER shall furnish to the CONTRACTOR: Access to existing City policies, plans, ordinances, and other tree related records at agreed upon times, OWNER will also make available access to existing maps, if requested.

The CONTRACTOR agrees to provide the OWNER services as described in the PROPOSAL OF SERVICES attached hereto and incorporated herein. It is agreed, without limiting the generality of the foregoing that all reports, databases, maps and other incidental contractual work or materials, furnished by the CONTRACTOR hereunder shall be and remain the property of the OWNER.

SET-UP MEETING

Prior to starting this project, CONTRACTOR's project individual or team may meet with OWNER project personnel to kick off the project.

TIME FRAME

Upon signing of this CONTRACT, CONTRACTOR will complete the project based on the Time Frame and Approach as outlined in Schedule A. Schedule will be adjusted if OWNER requires additional time to complete OWNER-required tasks. Where possible, OWNER will provide CONTRACTOR adequate notice of project work days and times as identified in the PROPOSAL.

COMPENSATION

The OWNER shall pay the CONTRACTOR for the services performed pursuant to this AGREEMENT at the times and in the amounts provided in Schedule B. The CONTRACTOR shall submit a statement to the OWNER of all compensation due to the CONTRACTOR as services required by this AGREEMENT have been completed.

PAYMENT TERMS

CONTRACTOR will bill monthly for all work completed using the cost proposal outlined in Schedule C, and OWNER will pay said bill within 30 days of invoice date.

APPROVAL OF WORK

The OWNER shall have a period of thirty (30) days from delivery of completed work from the CONTRACTOR to review and reject all work not performed in accordance with the specifications. Upon such rejection, the CONTRACTOR shall, at its own expense, complete said work in accordance with the specifications, except that such completion shall not constitute a waiver of any claim by the CONTRACTOR that the work rejected is in fact in accordance with the specifications and the CONTRACTOR is entitled to full compensation for the work ordered by the OWNER under this article. After the 30-day review period, all delivered work will be deemed to have been approved and accepted by the OWNER unless there are latent defects in the work.

No further changes in the data collection process will be incorporated by the CONTRACTOR following approval by the OWNER. The OWNER may request a change be made in the work by submitting a request for work change to the CONTRACTOR'S office.

Upon receipt thereof, the CONTRACTOR shall review the proposed change for consistency with the objectives and its impact upon the work schedule and the contract price.

The CONTRACTOR shall not be responsible for updating the features after the features have been initially collected and accepted by OWNER.

EQUAL EMPLOYMENT

The CONTRACTOR in performing the work under this AGREEMENT shall not discriminate against any applicant for employment or any employee:

The CONTRACTOR will comply with The Equal Employment Opportunity Clause in Section 202, Paragraphs 1 through 7, of Executive Order 11246, as amended, relative to Equal Employment Opportunity and the Implementing Rules and Regulations, of the Office of Federal Contract Compliance.

DISCLOSURE OF INFORMATION

Upon termination of this Agreement, CONTRACTOR hereby agrees that it will not disclose any confidential information as to any transactions, which have been consummated or are pending upon such termination or any of OWNER's system information to any third party without the written consent of OWNER.

INCLUSION OF THE PROPOSAL

CONTRACTOR'S PROPOSAL dated October 2016 shall be considered part of this agreement and the terms of this agreement shall keep precedence over CONTRACTOR's proposal in the event of any discrepancies.

NOTICES

Any written notice, request, or demand which one party may give to the other with respect to this Agreement shall be deemed given when personally delivered or deposited in the United States mail with postage prepaid and addressed, as follows, or as either party may hereinafter in writing direct:

TO OWNER:

CITY OF CAMAS
MAYOR SCOTT HIGGINS
616 NE 4TH AVENUE
CAMAS, WA 98607

TO CONTRACTOR:

DAVEY RESOURCE GROUP
A DIVISION OF THE DAVEY TREE
EXPERT COMPANY
6005 CAPISTRANO SUITE A
ATASCADERO, CA 93422

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized officers as of the date first above written.

CITY OF CAMAS, WASHINGTON

DAVEY RESOURCE GROUP, A DIVISION
OF THE DAVEY TREE EXPERT COMPANY

BY Scott Higgins

BY _____

TITLE Mayor

TITLE _____

SIGNED 

SIGNED _____

DATE 11/21/2014

DATE _____

SCHEDULE A. SCHEDULE AND SCOPE OF SERVICES

The estimated period for this project is outlined below. If CONTRACTOR OR OWNER requires additional time to complete OWNER-required tasks, the period will be adjusted accordingly.

Task	Date
Project Contract Startup	December 2016
Kick Off Meeting	TBD
Research, Outreach and Information Gathering	January 2017
Review and Feedback	June 2017
Final Deliverables (Ordinance/Program)	May 2018

Scope of Arborist Services and Deliverables

1. Kick Off Meeting
2. Research and Information Gathering
 - a. Community Meeting
 - b. Outreach publication
 - c. Online Survey
3. Review and Feedback
4. Final Ordinance Document

SCHEDULE B: COMPENSATION

Menu Items	Estimated Cost
Phase 1: Research and Information Gathering	\$9,215
Phase 2: Review, Feedback and Final Deliverables	\$3,400
Graphic Design Component	\$2,100
Additional Service: Plant Materials for Right of Way	\$2,280
<i>Estimated Total Investment (does not include additional services)</i>	\$14,715

The pricing options below include all necessary equipment, related expenses and are negotiable. Pricing is valid for 90 days and is specific to the City for Camas, WA Pricing for the additional services outlined in this proposal are available upon request.

Hourly Rates

For additional services (tree protection plans, higher level assessments)

Staff	Hourly Rate
ISA Certified Arborist and Inventory Specialist	\$95.00
Registered Consulting Arborist	\$125.00

SCHEDULE C: TERMS

CONTRACTOR will invoice OWNER upon completion of each property. OWNER will pay all invoices within 30 days of invoice date for any undisputed invoices.