

PROFESSIONAL SERVICES AGREEMENT

for

SMART TREE INVENTORY

The City of Lewisville, Texas, a Texas home rule municipality (the “City”), hereby engages Davey Resource Group, Inc., a Delaware corporation authorized to conduct business in Texas (the “Consultant”), to perform professional services in connection with Smart Tree Inventory Project (the “Project”). The City and Consultant shall be referred to herein collectively as the “Parties.”

1. PROJECT. The Project is described as follows:

To develop a complete and accurate inventory of municipal trees within public right-of-way (ROW) and mowed and manicured areas of public parks and properties, using advanced LiDAR technology and artificial intelligence.

2. SCOPE OF SERVICES.

The Scope of Services, as described in Attachment “B” – Scope of Services, details the individual tasks and deliverables for the Project.

3. PRIORITY OF DOCUMENTS. The Agreement shall include the following documents, and this Agreement does hereby expressly incorporate same herein as if set forth verbatim in this Agreement:

- A.** This Agreement
- B.** The City’s Insurance Requirements, attached hereto as Attachment “A”
- C.** The Consultant’s Proposal, attached hereto as Attachment “B”

To the extent that any attachment is in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Attachment “A”, followed by Attachment “B” shall prevail in the order listed. **Any preprinted or standard terms and conditions or conditions of sale incorporated into Attachment “B” by reference are hereby declared void by agreement of the Parties.**

4. COMPENSATION. The total fee for services provided under this Agreement shall not exceed \$173,044.00.

Invoices shall be submitted monthly by cover letter from the Consultant. The letter shall certify that the invoice properly represents work actually done. The City reserves the right to request additional justification prior to payment of any invoice. If satisfactory justification is not received, the City reserves the right to amend the invoice or to refuse to make payment without incurring penalty or interest until satisfactory justification is provided by the Consultant. Invoices shall be based on percentage of work completed per identifiable unit of work. The City agrees to make prompt payments for all approved invoices and agrees to pay interest at the rate approved by law for approved invoices not paid within 30 days from the date of approval.

5. **INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the Agreement, in accordance with Attachment “A”. All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Certificates of insurance must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.
6. **REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City’s sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorney’s fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon, in writing, by the City and the Consultant.
7. **OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested. Notwithstanding the foregoing, Consultant and its approved subcontractors may use data in such documents on an anonymized basis for its or their business purposes
8. **THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT’S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY CONSULTANT’S NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, AFTER THE CITY PAYS THE CONSULTANT FOR THE WORK OR MATERIALS APPLICABLE TO SUCH SUBCONTRACTOR OR SUPPLIER; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, OR ANY OTHER THIRD PARTY NOT CONTROLLED BY THE CONSULTANT AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT, THE CITY, AND SUCH THIRD PARTIES RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN PROPORTION TO THE DEGREE OF**

COMPARATIVE FAULT OF EACH PARTY IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ALL OF CONSULTANT'S INDEMNIFICATION, DEFENSE AND HOLD HARMLESS OBLIGATIONS IN THIS AGREEMENT WILL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT FOR A PERIOD OF ONE YEAR.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL CONSULTANT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED UNDER THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT OF THE APPLICABLE INSURANCE LIMITS SET FORTH IN ATTACHMENT "A" OF THIS AGREEMENT.

9. **EFFECTIVE DATE; TERM; PROJECT SCHEDULE.** The effective date of this Agreement shall be the date upon which it is executed by a duly authorized representative of both Parties. The initial term will be four (4) years, with an option to renew for an unlimited number of additional two (2) year terms if agreed to in a writing executed by an authorized representative of each party hereto, under the terms and conditions set forth herein. The City Manager or her designee are authorized to approve additional terms. An annual project timeline, shown in Attachment "B" is hereby included in this Agreement by reference. The Consultant agrees to perform the services in accordance with the timeline, to the extent over which the Consultant has control. Notwithstanding any language to the contrary in Attachment "B", the project timeline set forth in Attachment "B" – Timeline shall be binding and enforceable, and any changes to the schedule provided will require written acknowledgement and approval of the Parties prior to proceeding. The City Manager or her designee may approve changes to the schedule set forth in Attachment "B"-Timeline, so long as the date of final completion of the Project does not extend more than one year past the date the final deliverable is due pursuant to the project timeline as set forth in Attachment "B" – Timeline.
10. **TERMINATION.** This Agreement may be terminated with or without cause at any time prior to completion of the Consultant's services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except those outlined in Paragraphs 6, 7 and 8 above. Upon notice of termination, the Consultant shall prepare and submit to City a

final invoice within 15 days. Consultant shall invoice City for any services performed or deliverables provided to the City by the Consultant as part of this Agreement prior to the termination date, but City shall not be required to pay any additional charges as a result of the termination. City shall remit payment as set forth in section 4, above.

11. **CONFIDENTIAL INFORMATION.** To the extent allowed by law, the City will safeguard and keep from release any documents marked “proprietary” or information not generally available to the public. However, the City will, if required, comply with all requirements of the Texas Public Information Act with regard to any documents in its possession at the time of a request made under that Act.
12. **INDEPENDENT CONTRACTOR.** Consultant shall be considered an independent contractor and not an agent, servant, employee, or representative of the City in the performance of the work and Services. No term or provision herein or act of the City shall be construed as changing that status.
13. **ADVERTISING.** Consultant shall not advertise or publish, without the City’s prior written consent, the fact that the Consultant has entered into this Agreement, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
14. **NOTICE.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the address thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to Consultant, to: Davey Resource Group, Inc.
Attn: Dana Karcher, Project Developer
295 S Water St., Ste 300
Kent, OH 44240

If to City, to: City of Lewisville
Attn: Earl Whitaker, Purchasing Manager
151 W. Church Street
Lewisville, Texas 75057

15. **GOVERNING LAW AND VENUE.** This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Denton County, Texas.

16. **GOVERNMENTAL IMMUNITY.** Unless otherwise required under the law, the Parties agree that the City has not waived its governmental immunity by entering into and performing their obligations under this Agreement.
17. **ARBITRATION.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
18. **COMPLIANCE WITH LAWS.** The Consultant shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.
19. **PROTECTION OF RESIDENT WORKERS.** The City actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Agreement will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Agreement. The audit will be at the City's expense.
20. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C. §1324a).** The City supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times during the term of the Agreement with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate the Agreement with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.
21. **ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act and any amendments thereto ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.

22. **SUCCESSORS AND ASSIGNS; ASSIGNMENT.** The City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer this Agreement or its interest in this Agreement without the written consent of the other, and assignment without such consent shall be void. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.
23. **REPRESENTATIONS.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
24. **MISCELLANEOUS DRAFTING PROVISIONS.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.
25. **FORCE MAJEURE.** If by reason of Force Majeure, the Consultant shall be rendered unable wholly or in part to carry out its obligations under this Agreement then the Consultant shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the Consultant, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean any contingency or cause beyond the reasonable control of the Consultant created by acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions (unless caused by acts or omissions of the Consultant), fire, explosion or flood, strikes; provided, however, that (a) the event giving rise to Force Majeure was not caused by the act or omission of the Consultant and makes the performance of any obligation created under this Agreement illegal or impossible; and (b) the Consultant gives reasonable notice of the event giving rise to Force Majeure and exercises all reasonable diligence to remove the cause of Force Majeure.
26. **DISCLOSURE.** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City or submits to the City an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the

City. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

Said person should consult with legal counsel if they have questions regarding their compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City to comply with the filing requirements of Chapter 176.

- 27. PRESERVATION OF CONTRACTING INFORMATION.** In accordance with Section 552.372 of the Texas Government Code, if this Agreement has a stated expenditure of, or will result in the expenditure during the City's fiscal year of, at least one million dollars (\$1,000,000.00) in public funds for the purchase of goods or services by the City, the Consultant shall:
- A.** preserve all contracting information related to this Agreement for the duration of this Agreement;
 - B.** promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of the Consultant on request of the City; and
 - C.** on completion of this Agreement, either:
 - i.** Provide at no cost to the City all contracting information related to this Agreement that is in the custody or possession of the Consultant, or
 - ii.** Preserve the contracting information related to this Agreement as follows:
 - a.** Construction projects: permanently
 - b.** All other projects: four (4) years following completion of the Agreement.

For the purposes of this section, "contracting information" shall have the meaning given in Section 552.003 of the Texas Government Code.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

- 28. TEXAS GOVERNMENT CODE CHAPTER 2252.** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.
- 29. TEXAS GOVERNMENT CODE CHAPTER 2271.** Pursuant to Texas Government Code Chapter 2271, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement. This

section shall not apply if Consultant employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.

- 30. TEXAS GOVERNMENT CODE CHAPTER 2274.** Pursuant to Texas Government Code Chapter 2274, Consultant affirms that execution of this Agreement serves as written verification that Consultant (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274. Any terms used in this section which are defined in Texas Government Code Chapter 2274 shall have the meaning given therein.

- 31. TEXAS GOVERNMENT CODE CHAPTER 2275.** Pursuant to Texas Government Code Chapter 2275, Consultant verifies it is not:

- (a) owned by or the majority of stock or other ownership interest of the company is held or controlled by:
 - (i) individuals who are citizens of China, Iran, North Korea, Russia, or other designated country, as that term is defined in Texas Government Code Section 2275.0101; or
 - (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country, as that term is defined in Texas Government Code Section 2275.0101; or
- (b) headquartered in China, Iran, North Korea, Russia, or other designated country.

The City may terminate this Agreement immediately without any further liability if the City determines, in its sole judgment, that Consultant has not provided accurate information in response to this section. This section is not applicable if the Agreement does not grant the Consultant direct or remote access to or control of critical infrastructure as defined in the Texas Government Code section 2275.0101, except as specifically allowed by the City for product warranty and support services.

- 32. TEXAS GOVERNMENT CODE CHAPTER 2276.** Pursuant to Texas Government Code Chapter 2276, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2276.

33. **WAIVER.** Either party's failure to act with respect to a breach by the other party does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
34. **SEVERABILITY.** In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.
35. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement and its exhibits contain the entire agreement of the parties with respect to the matter contained herein. All provisions of this Agreement shall be strictly complied with and conformed to by the Consultant, and no amendment to the Agreement shall be made except through a written agreement executed by an authorized representative of each party hereto, which shall not be construed to release either party from any obligation of the Agreement except as specifically provided for in such amendment.
36. **NO OBLIGATION.** The City shall not be obligated to pay any commercial bank, lender, or similar institution for any loan or credit agreement made by Consultant. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.
37. **CERTIFICATION OF EXECUTION.** The Consultant, do hereby warrant and certify that this Agreement has been approved by appropriate action of the Consultant, and that the person or persons signing and executing this Agreement have been duly authorized by the Consultant to sign and execute this Agreement on behalf of the Consultant and to validly and legally bind the Consultant to all terms and conditions herein set forth.
38. **CLOSURE.** By signature below, the Parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.


(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement on the _____ day of _____, 2025.

CITY OF LEWISVILLE, TEXAS
Approved by the Lewisville City
Council _____

DAVEY RESOURCE GROUP, INC.

By: _____
Claire Powell, City Manager

By:  _____
Josh Behounek, Business Development
Manager

Date: _____

Date: 08/25/2025

Attest: _____
Jennifer Malone, Acting City Secretary

Attest:  _____

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

ATTACHMENT A
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES PROJECTS/CONSULTANTS

Services for non-construction projects. Consultants or other professionals including: Accountants, Attorneys, Veterinarians, and Medical Doctors.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable except for professional liability.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.
4. Professional Liability Insurer, and / or Errors and Omissions.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expense.

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.
4. Professional Liability and /or Errors and Omissions - \$500,000 per occurrence. \$1,000,000 Aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, boards/commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.
 - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All coverages except Professional Liability
Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages
Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

4. Professional Liability and / or Errors and Omissions

“Claims made” policy is acceptable coverage which must be maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

E. ACCEPTABILITY OF INSURERS

The City prefers that Insurance be placed with insurers with an A.M. Best’s rating of no less than **A-:VI, or, A or better** by Standard and Poors. Professional Liability carriers will need to be approved by the HR Director or designee.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

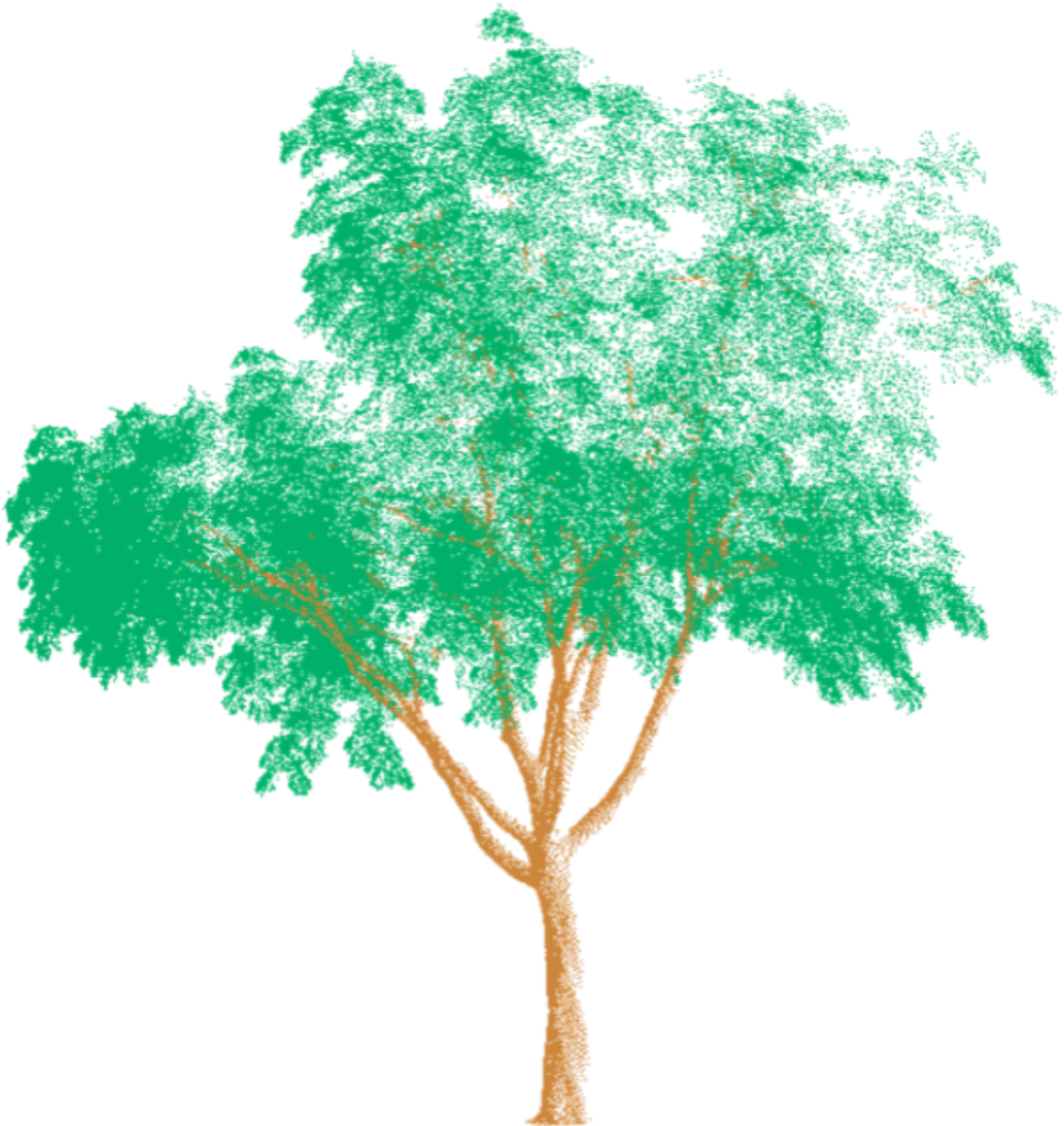
THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT’S/CONTRACTOR’S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY’S REASONABLE ATTORNEY’S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT’S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

A PROPOSAL PREPARED FOR

Lewisville, Texas

Smart Tree Inventory

March 27, 2025



Eric D'Antonio
Urban Forester
City of Lewisville, Texas
Lewisville Parks and Recreation



RE: Smart Tree Inventory

Dear Eric,

Davey Resource Group, Inc. (DRG), in cooperation with our exclusive partner, greehill, is delighted to present a proposal to the City of Lewisville for a Smart Tree Inventory. Our proposal introduces advanced technology that combines ground-based LiDAR and artificial intelligence (AI) to revolutionize the collection of urban forest tree inventory data. This cutting-edge approach surpasses traditional methods in terms of both accuracy and efficiency. It provides precise tree attributes, including location to the nearest foot. Moreover, our technology gathers attributes that were previously difficult to accurately collect, such as tree height, canopy spread, and leaf area index. Additionally, we include five high-resolution photographs and a "digital twin" of each tree captured at the time of the scan. Using our Smart Tree Inventory, you can make well-informed decisions to improve the long-term health and sustainability of the urban forest. DRG guarantees the pricing provided in this proposal for 90 days from the date of the submission deadline.

DRG understands the benefits trees bring, and we also realize the challenges that come with managing public trees. Our parent company, The Davey Tree Expert Company, was founded in 1880 to train tree surgeons - predecessors to the modern-day arborists. Through the years, our company has developed numerous tree care and maintenance protocols, standards, and best practices - including developing software for organizing and managing tree inventories. Our world-leading research and development department, the [Davey Institute](#), is staffed with scientists and technical advisors to guide our field service teams in diagnosing and prescribing the best approaches to tree maintenance and care. Fundamentally, our tree knowledge is rooted in direct science and research, differentiating us from our competitors and ensuring our clients receive the best advice to manage and maintain trees.

The team we proposed to manage your project has the knowledge, experience, and availability to meet your goals and help you with the next steps for your project. They understand how to help you meet your specific program needs and project budget. We believe that our expertise in urban forestry management and our commitment to sustainability makes us an ideal partner for the City of Lewisville in this important endeavor.

Thank you for considering DRG, and we look forward to talking with you about the next steps.

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.
661-964-7158
dana.karcher@davey.com

Section One: Project Understanding

INTRODUCTION

DRG provides a wide range of environmental consulting services to clients throughout the world. As the industry leader in urban forestry, we understand that trees have immense value to communities, and we know that trees sometimes fail and can cause damage. Our experience in collecting data on millions of trees and having done more inventories than any other company in the world provides you the reassurance that your investment will not go to waste and that we understand your goals. We aim to bring our experience to assist you with maximizing the value that trees provide and minimize the risks of damage, injury, or disruption trees may cause. Tools like a tree inventory and management plan help identify opportunities, focus attention, and secure resources to tackle community priorities.

We understand that your goal is to improve the urban forest's health and structure by understanding this vital tree resource better. You can't manage if you don't know what you have. DRG's tree inventory will be a ground-based arborist evaluation of the public trees, specifically in defined areas, including the street ROWs, mowed and manicured areas of public parks, and properties. It will include information about species diversity, age distribution, ecosystem benefits, and the overall condition of each tree. This project will provide a much-needed insight into the tree population and allows for a proactive approach to prioritizing tree work.

Applying our proprietary **Quality, Teamwork, and Communication (QTC)** methodology, we ensure the **quality** of our project by leveraging the latest GIS technology, the most recent arboriculture industry standards, and best practices to collect tree inventory data. We customize our field data collection application to your specifications, ensuring our qualified arborists collect all data attributes at each tree and effectively minimize data entry errors. To ensure accuracy, our arborists employ extensive quality control processes to identify errors and improve our approach, and before delivering data, our senior urban foresters run additional data checks and quality control processes.

This project will be led by our local regional **team**, with support from our headquarters in Kent, Ohio, allowing us to draw from resources across the United States, meet tight deadlines, share expertise, and scale as needed. Our professional staff includes many former city foresters, tree nonprofit program leaders, and tree workers who know how to assess trees and understand the difficulties in managing trees on the ground and in forestry operations.

During the inventory, DRG will **communicate** in real-time by providing access to the data from our web-based TreeKeeper® software. We will create custom reports for you that will provide important visualization and insights into the findings. This allows you to track progress and make immediate management decisions.

Upon completion of the inventory, if desired, DRG can use the inventory data to develop a Tree Inventory Analysis and Maintenance Strategy with a projected 5-year budget. This plan will describe the status of the current urban forest and provide an approach to tree maintenance that focuses on risk reduction over time. The plan will enable you to project realistic budgets and work plans.

Overall, this project will provide you with comprehensive data about the trees and illuminate a path forward to address the needs of the urban forest. DRG is excited about the opportunity to be part of your proactive tree management project.

PROJECT APPROACH - QTC

Our team is excited to present our proprietary approach, which integrates quality, teamwork, and communication (QTC) to ensure unparalleled service and results for your project. Our process is designed to meet our client's unique needs and standards.



UNCOMPROMISING QUALITY

Our commitment to quality is at the core of everything we do. We utilize state-of-the-art tools and methodologies to ensure the highest standards are met. Our quality assurance process involves rigorous testing and validation at every stage, ensuring that the final product not only meets but exceeds your expectations.



TEAMWORK AT ITS BEST

We believe that the key to successful project delivery is rooted in effective teamwork. Our team comprises industry experts who bring diverse skills and perspectives to the table. We foster a collaborative environment where every team member's contribution is valued, leading to innovative solutions and creative problem-solving.



SEAMLESS COMMUNICATION

Clear and consistent communication is vital for the success of any project. We have established a structured communication protocol that keeps all stakeholders informed and engaged throughout the project lifecycle. Regular updates, transparent reporting, and open channels for feedback ensure that we are always aligned with your goals and expectations.

CUSTOMIZED APPROACH

Understanding that each project has unique challenges and requirements, we customize our approach to best fit your needs. Our flexible methodology allows us to adapt to changing circumstances and requirements, ensuring that we deliver optimal results every time.

With DRG, you are choosing a partner committed to excellence. Our proprietary process, emphasizing quality, teamwork, and communication, is designed to deliver superior results that align with your mission and objectives. We are eager to bring our expertise to your project and look forward to a successful collaboration.



Section Two: Scope of Work

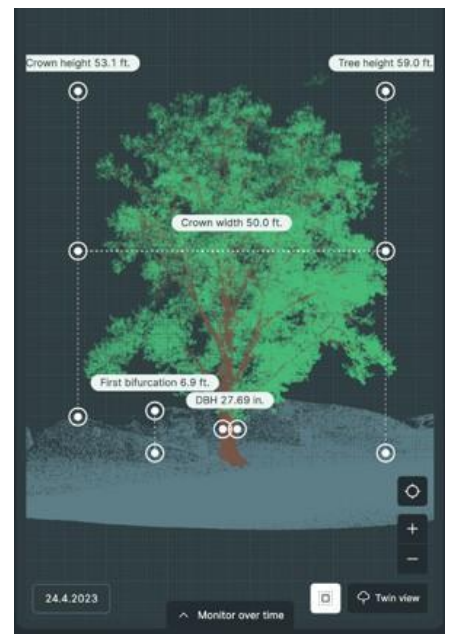
The following key tasks constitute the proposed project:

1. **Smart Tree Inventory:** DRG will conduct a Smart Tree Inventory of municipal trees growing within the public ROW and mowed and manicured areas of public parks and properties. The area of interest (AOI) will need to be defined prior to dispatching scanning crews using GIS data layers such as parcel and street ROW boundary layers. Using the estimated number of trees provided by city staff and greehill estimates, DRG anticipates collecting up to 27,500 trees as part of this inventory. In addition to the LiDAR-based inventory, DRG certified arborists will conduct a remote review of up to 5,500 of the outlier trees (20% of the total number of trees inventoried) and up to 25% of the outlier trees (1,375) will be field inspected by DRG certified arborists with each scan. DRG can conduct a subsequent scan 2 years after the initial scan of previously collected Smart Tree Inventory areas.
2. **TreeKeeper Software®:** DRG will deliver data within TreeKeeper®, our state-of-the-art leading tree inventory software management tool.
3. **Tree Inventory Analysis & Maintenance Strategy (Optional):** After completing the inventory, DRG will utilize inventory data, along with industry standards and best management practices, to develop a tree Inventory analysis & maintenance strategy with a 5-year projected maintenance budget.

TASK ONE: TREE INVENTORY

Utilizing our proprietary method of QTC, we have developed the following approach to provide consistent high-quality smart tree inventory data. As a client-focused company, we prioritize clear and effective communication with our clients. We intend to keep you informed every step of the way so that you are confident in your data and our services. Our communication process aims to address any issues that may arise before they become problems, and we discuss issues as they occur and work towards developing solutions that work for everyone involved.

We maintain strict quality control measures throughout the project and monitor the site count, budget, and timeline while keeping you informed. Our proprietary approach to project implementation applies stringent quality control measures, engaged team members, and clear communication to deliver the final project with confidence in meeting the specifications.

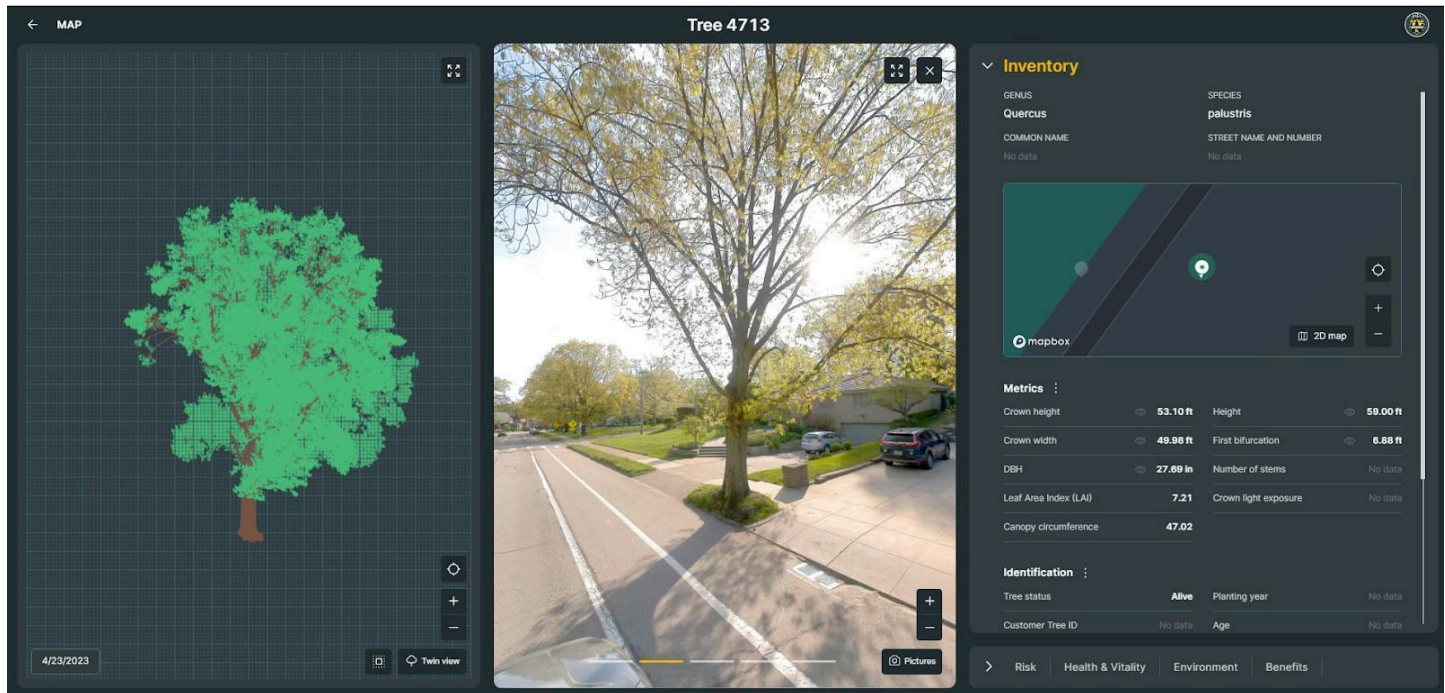


PROJECT MANAGEMENT

Prior to starting, it is imperative that we are clearly aligned on the complete project scope. The DRG team sets up meetings and updates schedules prior to starting and continually evaluates communication throughout the project to ensure the scope of work is completed on time and within budget. These meetings and e-mail updates include a Virtual Kick-Off Meeting, project update e-mails, and Virtual Close-Out Meeting.

DRG will request the City of Lewisville provide the AOI at least one month prior to starting fieldwork. If you are unable to provide the AOI we are happy to create one and submit it to you for approval. We will use this AOI to plan our scanning missions. Once the AOI is confirmed and missions are scheduled we will set up an on-site kick-off meeting. This meeting occurs on the first day of data collection and includes topics such as safety, communication procedures,

project expectations, and milestones. We can also provide you with a press release, which can be utilized to notify homeowners about the project, funding sources, and what to expect.



A “digital twin” (left), one of five high-resolution photos (middle), and select attribute data (right) for a tree in a Smart Tree Inventory.

TREE INVENTORY DATA COLLECTION

Step 1. Define Area of Interest (AOI)

It is critical that we properly define the Area of Interest to be inventoried prior to contracting and dispatching our crews. The AOI is designed to clearly indicate which areas are to be inventoried with regards to specific parks and right-of-ways. The City can deliver to DRG a shapefile with the AOI or we can create an AOI (for a fee) for you to review. Based on our understanding, we will be inventorying approximately 450 miles of public streets and 1039 acres of public parks.

Step 2. Data Capture

Upon agreeing on a final AOI, our technicians gather street ROW tree data in a standard vehicle equipped with a mounted mobile laser scanner and a 360-degree camera. The standard vehicle travels with the flow of traffic. For data capture in parks or other areas without accessible roadways, we use a mobile laser scanner and camera mounted on a small, remote-controlled mobile rover unit. This vehicle travels within the mowed and manicured areas of the parks.

Each vehicle assesses 4 million data points per second and RGB (red, green, blue) color capture. A detailed point cloud is created for the entire urban environment, and high-resolution panoramic images are captured.

Step 3. Digital Twin Creation and Information Extraction

After capturing the data, we use a machine learning (ML) application that automatically locates and identifies each tree. It also determines essential tree attributes using an Artificial Intelligence (AI) platform. This platform separates each tree from its surroundings and classifies woody parts from foliage. The final output is an exact “digital twin” of every tree scanned.

This digital twin provides the finest resolution possible for canopy foliage volume, trunk diameter, health metrics, and safety information. These digital twins can be rotated and viewed in 3-dimensional space and are accompanied by up

to five high-resolution photos of each tree collected at the same time as the LiDAR data. The level of precision and detail can enable you to understand the growth dynamics of the urban forest over time - a task that was previously difficult or impossible.

An additional benefit of conducting a Smart Tree Inventory is the ability to extract additional valuable insights from the point cloud and photos. We can do it at any time and are not limited to only capturing data during fieldwork like a traditional inventory.

Step 4. Cohort Creation and Outlier Identification

Our Smart Tree Inventory demonstrates the strengths of AI & ML by removing subjectivity and providing an indepth analysis of your tree inventory. Each tree is grouped into a cohort of similar species and size categories and analyzed. For each measured attribute (i.e. leaf area index, height, dieback, crown width, etc.) we are able to compare all of the cohort trees and determine which ones are performing differently. These trees are flagged and searchable and go into the inspection phase of the project.



Step 5. Inspection of Outliers

DRG's urban foresters and ISA-certified arborists play a significant role in the Smart Tree Inventory. While the AI and ML system can identify trees that are "outliers" - those which have data field values at the extremes (eg., trees in poor condition, trees with a lean greater than 10 degrees, or trees with low leaf area index), it cannot say definitively what is wrong with the tree - an arborist is needed to review photos and possibly visit the trees in the field. After the collection of point cloud data by the vehicle or park's tracker, tree extraction by AI machine learning to create a database, and initial AI database analysis, DRG's arborists perform the following activities:

1. **In-depth remote review of outliers:** DRG's arborists carry out an examination of the outlier data. During the remote review, the DRG arborist will sort and group data based on attribute-defined criteria. These criteria will be created in consultation with the city and are based on your priorities for the management of the urban forest. The main purpose of the remote review is to sort and assess the outliers, assigning work remotely, when possible, without field inspection. This will reduce the number of trees that need a field inspection. While remote inspection is a time saver compared to field inspection, it still requires time to review records and look at photographs of trees.
2. **Field inspections:** Trees that show signs of decline or stress, which typically account for a smaller percentage of the collected trees, are selected for follow-up field inspections. Field inspections are conducted to gather additional data and assess the health and condition of outlier trees. These inspections involve traditional ground-based tree inventory assessments, including Level 1 and Level 2 risk assessments, if desired. However, field inspections differ from a traditional tree inventory because the assessed trees may not be located in the same area and may require a more detailed inspection than is possible when inventorying thousands of trees by traditional means. Consequently, field inspections require more time to complete, both for the assessment and for locating the trees. Results from the field inspections are provided in the TreeKeeper® software.
3. **TreeKeeper® and software support:** All of DRG's inspection records are recorded directly in TreeKeeper®. This provides you with a clear format to track inspections completed and manage project workflow. DRG's experts provide support and assistance with the TreeKeeper® software. This software aids in managing and maintaining the tree inventory data.

Step 6. Data Delivery

You own your data, we are hosting and providing valuable information to assist you in better management of your urban forest. All output tree measurements and information will be housed within DRG's Treekeeper® software with the integrated 3D tree view ability. Portions of the core tree measurements can be output as ESRI® shapefiles; however, items such as the digital twin and deep analysis of some tree metrics are not standard GIS datafiles and are only viewable within the software.

Data Fields

A Smart Tree Inventory offers you unprecedented precision and information about your tree assets. Below are the current packages available. As we continue to learn and innovate additional information will become available, oftentimes without the need for additional data collection.

Base Tree Inventory Package

- Site ID
- Mapping Coordinates
- Address from Parcel
- 5 Pictures of Each Tree
- 1 Panorama Image of Each Tree (Street View)
- Digital Twin of Each Tree
- Genus and Species
- Common Name
- Cohort Analysis
- Tree Diameter
- Tree Height
- Number of Stems
- Crown Width
- Crown Height
- Crown Circumference
- First Bifurcation
- Crown Light Exposure
- Critical Root Zone
- Structural Root Zone
- Leaf Area Index
- Percent Dieback
- Ecosystem Services (measured & i-Tree)
- Council of Tree & Landscape Appraisal (CTLA) Trunk Formula Technique Appraisal (estimated)
- Future Inspection Necessary (remote and field inspections only)
- Database Matching with existing inventory (if applicable)
- Overhead Utility (Yes/No)
- Growspace Type & Size (field Inspections)
- Date of Inventory

Structural & Risk Assessment Package (Optional)

- Trunk Stability Index (beta)
- Critical Wind Speed
- Prevailing Wind Direction
- Absolute Weakest Point
- Slenderness
- Leaning Angle
- Maintenance Recommendations
- Level 2 Risk Assessment & Rating (field inspection only)
- Level 3 Inspection Needed (Remote & Field only)

Health & Vitality Package (Optional)

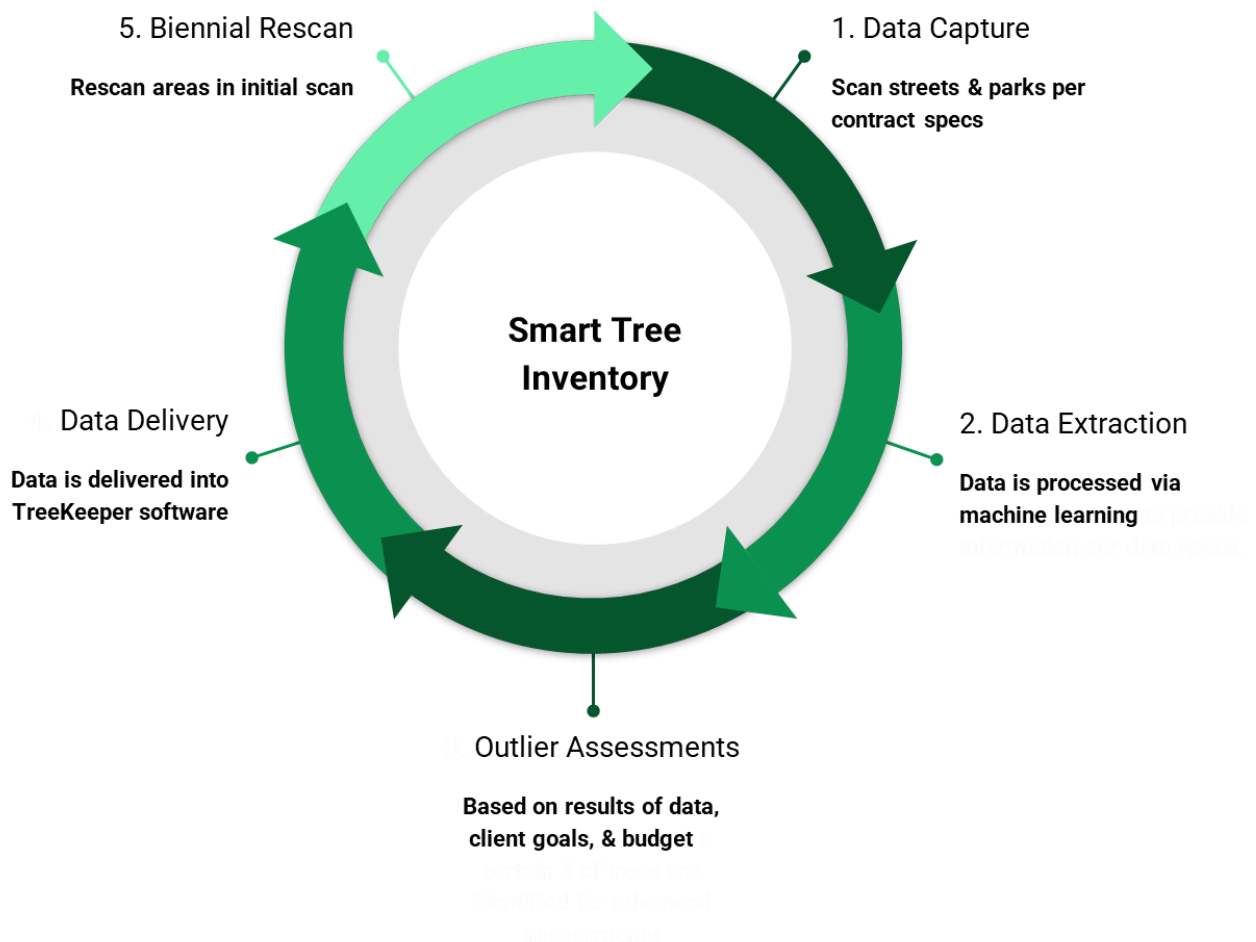
- Condition (Field Assessments only)
- Leaf Area
- Crown Volume
- Leaf Biomass
- Live Crown Ratio
- Tree Status
- Crown Transparency
- Basal Area Increment (monitoring scans)

Clearance Packages (Optional)

- Overhead Utilities (distance from)
- Street/Road Clearance
- Street signs (requires a sign inventory)
- Buildings

Biennial Monitoring Rescan Package (Optional)

One significant benefit of the Smart Tree Inventory approach is the regular monitoring capacity and repeatability of tree scans. Each time the LiDAR scans are repeated, a richer dataset emerges that provides robust analytics on tree growth rates and the light signature of tree foliage that provides incredible detail on tree vigor and vitality. This information can be used to intervene in tree maintenance at the early stages of tree stress, rather than when the tree begins to change in observable 'condition'. Additionally, the information can be used to observe and compare trends with cohorts of similar trees, thus allowing the urban forester to make more informed decisions about trees.



Data Quality and Accuracy

- Preliminary tree inspections done remotely from the office optimize staff time and resources. Tree managers have the information they need to identify liabilities and implement risk mitigation strategies.
- Delivers 3D models, 360° images, and automated analyses of every public tree collected during the inventory. You will have access to panoramic photos, an intuitive digital twin platform, and high-resolution images of each tree. This rich database of information will allow the city to more effectively manage its urban forest by providing resources that help see tree challenges early.
- Tree location data (X/Y) are not estimated or extrapolated—it is captured using highly accurate GPS and LiDAR technology. Under most conditions, each tree location is within 1 foot of the actual.
- Stem diameters will be calculated to within a tenth of an inch. This type of highly precise data allows arborists to precisely plan tasks and allocate resources for the job before going into the field.
- Tree crown size and tree height will be provided.

Limitations

Although DRG believes that a Smart Tree Inventory would provide the highest-quality data to support your urban forest management goals, there are certain limitations of the method that you should be aware of. These limitations are listed below.

- **Planting Sites:** The LiDAR-based Smart Tree Inventory methodology cannot provide detailed and specific information about potential planting locations. This information could be added to the tree inventory by staff on the ground at a later time or done with aerial imagery.
- **Level 2 Risk Assessments:** The LiDAR technology cannot provide a risk assessment in line with ANSI and the ISA's best management practices. Risk assessment will require an arborist to visit each tree. However, DRG staff can add risk assessments to every tree visited in the field, which may be a more efficient method of assessing risk as it targets trees that we have reason to believe may be higher risk ("outliers") rather than assessing risk for every tree, including small, young, and healthy trees.
- **Obstructions:** We make all attempts to capture imagery and scans during optimal times to minimize the potential for obstructions due to traffic or other fixed objects. However, if a tree or stump is 100% obstructed at the time of scan it will not be extracted.

Deliverables

- Updated and verified tree inventory database in TreeKeeper®.
- High-resolution 3D models for each tree in TreeKeeper®.
- Documentation and training materials covering the inventory methodology and use of the newly integrated greehill and TreeKeeper® system.
- Shapefile of all inventoried trees and associated data.

Timeline

Collecting data for a Smart Tree Inventory requires that the scan is done during the leaf-on season and requires a certain amount of pre-inventory planning. For this reason, we are proposing the following timeline in order to meet our understanding of your goals and get the initial scan done in 2025. Please note that the timeline presented here is tentative and dependent on a number of factors, including the date of contract award, the length of time required to finalize a contract, and weather conditions.

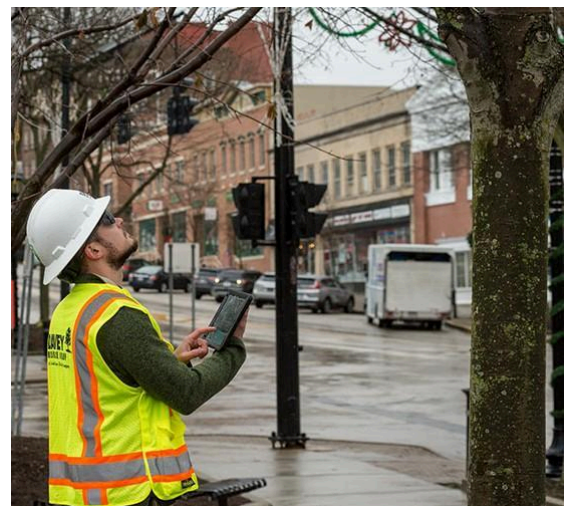
Task	Weeks						
	1-4	5-8	9-12	13-19	20-25	26-27	28-38
Contract Award, insurance paperwork, meeting for program build, finalize project timelines.							
Estimated project start date - TreeKeeper® updates to prepare American Fork TreeKeeper® for greehill software integration, building of the TreeKeeper®, and mobilization of LiDAR scanning equipment							
Estimated LiDAR collection start date - greehill's techs start driving Lewisville's public roads to collect LiDAR data. Data collection requires that leaves be present, so the start date is based on leaf out. Data collection can also not take place during rain or fog, so this timing is variable.							
Estimated delivery of 1st scanning data.							
Estimated LiDAR collection completion date and start of data post-processing, QC, and outlier analysis.							
Estimated start of remote assessments of trees.							
Estimated start of field assessments.							

* The above proposed timeline will be repeated in FY26 and again in FY27-28 under the annual subscription tree inventory model if that is of interest to Lewisville.

TASK TWO: TREEKEEPER®

Davey's TreeKeeper® software is the world's leading tree inventory software and has been continually in operation for longer than our competitors have even been in business. TreeKeeper®'s stability and large diverse user base gives you the confidence that your data are safe, secure, and usable. While many competitors have come and gone, we have never wavered from our commitment to providing our clients with the highest quality software.

TreeKeeper® is constantly being updated based on technology advancements, user feedback, and internal research and development. It is a subscription service offered as a Software as a Service (SaaS) and requires an acceptance of SaaS terms and conditions. TreeKeeper®'s scalability allows our clients to grow alongside the software and facilitates a paperless workflow operation without dictating exact procedures. The pricing for TreeKeeper® is transparent and upfront, with no hidden fees, additional costs, or a-la-carte modules. With a role-based user experience, users access data with specific user-created dashboards, reports, filters, and permission rights.



KEY SOFTWARE FEATURES

- **Interactive Dynamic Work Environment.** TreeKeeper® makes managing inventory data in the field or on a desktop easy with its interactive work environment. Users can view and work with the tree inventory data through an interactive map and table that is fully customizable and can be used independently or simultaneously. TreeKeeper® also enables multiple people in different locations to access the system at the same time, enabling real-time updates to the data.
- **Unlimited Information with Multiple Data Layers.** We do not limit or charge more for the amount of users, trees, or information stored in TreeKeeper®. You have the ability to have multiple editable layers, such as historical data, additional facilities, and additional assets, as well as multiple base layers.
- **Role-Based.** Each system has the following roles that can be assigned to an unlimited number of users; admin, edit, read, contractor, and public. Each role has specific functionality and can be assigned to each layer built into the system.
- **Public View.** All TreeKeeper® systems come with an included landing page that is aimed at educating and informing the general public. Users dictate what information is viewable (not editable) and can include i-Tree benefits, species information, custom reports, planting requests, and more!
- **Mobile.** Each system has the ability to switch between mobile and desktop views. The desktop view is built on a dynamic web page optimized for whichever screen size is used. The mobile version is optimized for tablets and provides full functionality in a streamlined user experience to edit, manage work orders, add trees, take photos, etc.
- **i-Tree Eco Benefits.** Utilizing i-Tree's Eco API, TreeKeeper® automatically and dynamically calculates the environmental benefits of the trees on an annual basis and is projected out for 20 years. Information includes air quality, carbon sequestration and storage, stormwater benefits, and energy (if possible), and is displayed for individual trees, groups of trees, or the entire population.
- **Infinite Searchability.** Users can search the live data with either the integrating mapping tools or the explore section. In the Map-Centric view, users can use the map to find information about specific sites or groups of sites. The explore section also allows users to query the data by searching for sites based on various data fields, such as address, species, condition, maintenance, size, etc. Whether searching from the map or exploring sections, the results are synchronized, so you will always have results in both spots.
- **Editability & Archive.** Within the tree view mode, users with Admin or Edit rights have the ability to make edits to all the data fields. Most data fields utilize dropdowns to minimize potential errors from spelling or inconsistent nomenclature. All edits are displayed within the Archive feature and are timestamped. This allows all users to see how the tree has changed over time.
- **Work Orders & Calls.** All systems come with a robust work order and caller log feature that can be utilized if desired. Work orders can be created for individual or groups of trees. They can then be requested, scheduled, or completed and assigned to work crews, contractors, or projects. The system keeps track of the edits made to a site through its work history feature. Users also have the ability to log information about specific callers for a specific site.
- **Photos & Electronic Documents.** All sites have the ability to have various electronic attachments associated with them, including photos, PDFs, and documents. The upload photo option automatically uses your phone's built-in camera when using the mobile version.
- **Tree Appraisals.** Using the Council of Tree and Landscape Appraisals (CTLA) 10th Edition trunk formula method, all trees have an estimated tree valuation by default. Users can further define attributes to get an actual tree valuation with the ability to record pricing estimates and local information.
- **Custom Dashboards, Reports, & Filters.** Dashboards are configurable for each user with pre-set and user-designed graphs, reports, work orders, and filters viewable upon logging in. TreeKeeper's robust reporting feature allows users to create custom reports related to attributes, work orders, project tracking, and more. All searches are savable as quick filters, enabling users to quickly and easily run and share search results. Reports and filters are dynamic and pull from the current inventory information.
- **Administrative Hub.** Within the administrative hub, admin users can use a variety of easy-to-use tools to further customize your TreeKeeper® experience. You can add additional users, assign roles, edit attributes, create

projects, update work crews, assign cost information, and more!

- **Exporting & Importing Data.** You always own your data and have access to it. You can use the exporter & importer tool on all the data or a subset of data at any time.
- **Custom API Integration.** If desired, we can work with a variety of 3rd party software providers to configure a customized API into their system. This can be customized as a simple push of data or as a complete push and pull to fully keep all systems updated. We have successfully created API's for many systems, including, but not limited to, in-house ESRI configurations, Cartegraph, Cityworks, Salesforce, Lagin, 311, etc.

To learn more about TreeKeeper®, please visit our [website](#), where you can watch a video and request a demo if desired.

SOFTWARE TRAINING & SUPPORT

We are happy to provide a complementary orientation training during the inventory. Additionally, DRG offers custom software training for an additional fee that can be arranged at any time throughout your subscription. These trainings are approved for ISA continuing education units (CEUs).

SOFTWARE UPDATES

All TreeKeeper® clients receive free unlimited updates. We are committed to staying up-to-date with the latest technology trends to ensure that TreeKeeper® remains the most advanced software system for tree inventory management. We value client feedback and have made numerous upgrades to TreeKeeper® based on suggestions from clients over the past 20 years. These upgrades are developed in-house by DRG's professional software developers—not by off-shore labor or other subcontractors.

TASK THREE: TREE INVENTORY ANALYSIS & MAINTENANCE STRATEGY (OPTIONAL)

The goal of DRG's Tree Inventory Analysis & Maintenance Strategy is to recognize priority and proactive tree management tasks, know the value of the inventoried trees, and project a realistic multi-year budget. To develop this plan, our experienced urban foresters analyze the tree inventory data, assessing the data to determine the tree population's composition, structure, and function. Then, DRG uses the findings from the data analysis, along with industry standards, risk management goals, and best management practices, to report on the status of the urban forest and prioritize tree maintenance needs. DRG develops a multi-year maintenance schedule and cost spreadsheet, provided as an editable Excel™ spreadsheet, based on prioritized maintenance needs.

PLAN SECTIONS

- **Executive Summary:** Provides an inventory, recommended maintenance, and benefits summary overview of the project and its findings in a format that facilitates printing and sharing with elected officials, citizens, and others.
- **Structure & Composition:** Using charts, tables, and insight from DRG's experienced urban foresters, this section describes the composition, function, and structure of the inventoried urban forest. Detailed observations and recommendations are analyzed on the following:
 - Species & General Diversity
 - Pest Susceptibility
 - Condition
 - Relative Age Distribution
 - Defect Observations
 - Infrastructure & Growing Space
 - Canopy Cover & Stocking Level
- **Functions & Benefits:** Using i-Tree, an analysis highlighting the environmental, ecological, and economic benefits trees provide with the following analysis:
 - Overall Results
 - Annual Benefits
 - Improving Air Quality
 - Sequestering & Storing Carbon
 - Controlling Stormwater
 - Replacement Value
- **Recommended Maintenance:** Focuses on the tree maintenance tasks that will help mitigate risk, complete proactive maintenance cycles, and plant trees (if collected). Based on the inventory data, the following analyses are discussed:
 - Priority Maintenance & Further Inspections
 - Routine Maintenance
 - Routine Pruning Cycle
 - Young Tree Training Cycle
 - Routine Inspections & Inventory Updates
 - Tree Planting & Stump Removal (if collected)
- **Maintenance Strategy & Example 5-Year Budget:** Using the tree inventory data, an example 5-year annual maintenance schedule and budget are provided with details that recommend tasks to complete each year in an editable Excel™ table format.
- **Conclusion:** Summarizes the report, drawing inferences from the entire process about what has been found and decided, and the impact of those findings and decisions.
- **Appendices:** Relevant appendices are provided, including References, Summary of Recommendations, Study Area and Data Collection Procedures, and Risk Assessment if applicable.

Section Three: Qualifications and Experience

Davey Resource Group, Inc. is the leader in urban forestry consulting in the United States and has provided tree inventory assessment services and assisted with managing urban forests since its founding in 1992. We regularly assess over two million trees annually and develop a wide range of plans for communities. These plans include data-driven operationally-focused work plans and strategic master plans guided by community and stakeholder input. Our TreeKeeper® software is used by over 500 clients nationwide and has more than 10 million trees hosted.

In addition to our on-the-ground arborist assessment and urban forest planning services, we provide GIS-based mapping and canopy assessments. Since 2010, DRG has completed over 225 urban tree canopy (UTC) assessments, providing accurate estimates of tree canopy cover and impervious surfaces. Our team consists of arborists, urban foresters, planners, landscape architects, ecologists, GIS, and Information Technology (IT) professionals. Together, we offer proven solutions for urban forest management and unique strategies for today's challenges, such as the urban heat island effect and the lack of tree canopy in underserved neighborhoods.

In addition to DRG's renowned urban forestry services, we also offer a diverse range of other environmental consulting services. This includes wetlands and stream studies, environmental design and ecosystem restoration, stormwater management and compliance, and invasive species management. DRG's staff is well versed in complex ecosystems, resource challenges, and regulatory concerns that can impact project success. With 24 local regional offices and a national presence, DRG is well equipped to handle urban forestry and environmental projects in your area.

Internally, **we believe in the QTC method - Quality, Teamwork, and Communication.** How does this benefit you and your project? We continually look for ways to reinvent, innovate, and adapt our processes to achieve the highest quality results at the best value for our clients. This includes hiring and training team members who are accountable for good work, working safely, and providing accurate results. We encourage and engage in active communication with you and within our teams to provide quality service throughout the project and beyond. This philosophy has led to our history of satisfied repeat clients.

As a trusted partner, Davey collaborates with the United States Department of Agriculture (USDA) Forest Service, The Nature Conservancy, American Forests, and the Arbor Day Foundation on a variety of industry-leading initiatives. Our commitment extends to the International Society of Arboriculture (ISA) and its local chapters, with staff serving on boards and committees. We support the Urban and Community Forestry Society with regular presentations, sponsorships, and volunteering.

Davey has actively contributed to developing and revising arboriculture standards and best management practices, including tree risk assessment, through the American National Standards Institute (ANSI) and ISA. We also work directly with the USFS on the continued development and support of i-Tree to quantify the value ecosystem services trees provide.

DRG'S URBAN FORESTRY SERVICES

DRG's urban foresters support municipalities, campuses, parks, cemeteries, utilities, and the private sector across North America and internationally. We often provide tree risk reduction strategies through assessments and tools such as tree inventories, risk assessments, and urban tree canopy assessments. DRG tailors each project to meet our client's specific program needs and project budget. We provide:

- Tree inventory data collection and updates of existing data.
- Smart tree inventory data collection (AI and machine learning).
- TreeKeeper® software.
- Urban forest planning services to help manage trees and achieve short- and long-term goals.
- GIS services and specialists in-house to assess urban tree canopy, map tree growth, analyze planting space, and predict the impact of threats to tree canopy, such as the urban heat island effect.
- Staff augmentation and contract forestry.
- i-Tree Tools and analyses to highlight the benefits of trees.

We provide innovative solutions through experience and expertise.

Why choose the Davey Team?

DRG'S UNIQUE QUALIFICATIONS

The following assets and qualities of DRG distinguish us within the arboriculture and urban forestry fields and demonstrate our ability to provide high-quality services.

- **Large professional arborist and GIS/IT staff.** DRG has over 100 professional arborists dedicated to tree inventories and urban forestry consulting, 20 GIS/IT specialists, and access to additional trained employees as the needs arise. As a large national firm, DRG can expand a project team quickly to meet the needs of any project. Our size and internal resources allow it to complete large, long-term inventory projects.
- **Large equipment inventory.** DRG owns multiple handheld computers and pen tablets for tree data collection and precise GPS units. We have national purchase and rental agreements with computer hardware manufacturers and technical equipment to quickly obtain specialty, additional, or replacement equipment.
- **Tree inventory and software project experience.** DRG has over 30 years of experience conducting municipal tree inventories, creating long-term management plans, and creating customized software systems. We have successfully completed more tree inventories than any other company and regularly assess more than 2 million trees annually. Our inventory arborists are highly trained in tree identification, tree maintenance determinations, and tree risk assessments.
- **Local offices and staff with national support.** DRG maintains several offices throughout the region, and our staff can respond directly to any questions or inquiries you might have, ensuring quick and constant communication. Our parent company, The Davey Tree Expert Company, also has residential and commercial tree care and landscaping, horticultural technical support, and urban forestry consulting offices throughout the region. These local offices have our nationwide company's collective support and resources and can assist as necessary.

A 135-year history of providing clients with quality work and proven results. The Davey Tree Expert Company has been in business for over 135 years. It is an employee-owned company that has stood the test of time. While other urban forestry companies and their inventory software programs have gone out of business, The Davey Tree Expert Company's history speaks to longevity and security, such that it will remain successful and be able to serve the needs of your community well into the future.

THE PROJECT TEAM

DRG's staff members are the most qualified and credentialed in the industry and possess extensive industry knowledge and experience. This knowledge and experience includes industry standards, best management practices (BMPs), and the municipal work environment. All of our DRG team members are either ISA-certified arborists or on a path to becoming certified. Many have additional credentials and maintain the ISA Tree Risk Assessment Qualification (TRAQ) and/or are Board Certified Master Arborists (BCMA). Our team also includes IT and GIS analysts, plan writers, software technicians, data analysis, and administrative support. DRG has the largest staff of urban forestry consultants in the country, allowing us to scale and substitute staff as needed. Staff will be assigned based on availability and fit with the City of Lewisville. For management positions, (project manager and site manager), we are happy to offer resumes for your approval.

RELATED PROJECTS

We understand the importance of this project and how you only have one chance to get it right. With our vast experience providing urban forestry consulting, you can rest assured we will get it right the first time, and your investment will not be wasted. Below is a limited selection of projects demonstrating our expertise in delivering similar scopes of work on time and within budget. We are happy to provide additional project examples or references if desired.

SIMILAR SCOPE PROJECTS

City of Pittsburgh, PA

April 2023 - May 2023

With a need to have a good working example of a smart tree inventory in North America, DRG contracted with greehill and worked in collaboration with the City of Pittsburgh to conduct the first smart tree inventory in North America. This pilot project was fully funded and managed by DRG in collaboration and with full support from the City of Pittsburgh. The tree inventory included the collection of 37,000 trees and stumps along public streets using ground-based LiDAR and high-resolution photography. Information collected in Pittsburgh included 3D digital twins, 5 photos of each tree, street view, location, tree species, tree size (DBH, height, canopy), leaning angle, leaf area index, and more.

The smart tree inventory information was uploaded into the city's TreeKeeper® system and is connected with an API to the 3D viewable information. DRG further field inspected several hundred outlier trees to assess the percent dieback of crown and condition. City staff are receiving ongoing training from DRG.

Client Contact: Lisa Ceoffe | City Forester | lisa.ceoffe@pittsburghpa.gov | (412) 665-3626

City of Denton, TX

May 2023 – June 2023

The City of Denton was a trailblazer in the United States, being the first to contract and complete a Smart Tree Inventory in North America. They identified areas of their city to be scanned and the entire scanning process took about 3 weeks. greehill scanned all city parks as well as a city-specified region containing street trees. greehill is returning in 2024 to perform additional scans of street trees, with the goal of scanning nearly the entire city. Denton plans to perform a second scan of all the trees in 2026, and they will then be able to see not only 3D digital twins from both scans superimposed to show the changes, but they will be able to track and analyze all changes in the trees between the two scans. The city is currently using the greehill platform independently but is planning to add Treekeeper® support as well to combine the value of both platforms in managing their trees. You can see a summary of the project on YouTube, where Haywood Morgan talks about the project:

https://www.youtube.com/watch?v=Yk_rvycBtC0

Client Contact: Haywood Morgan | Urban Forester | haywood.morgan@cityofdenton.com | (940) 349-8337

City of American Fork, UT

June 2024

Davey Resource Group, Inc. (DRG), in cooperation with our exclusive partner, greehill, recently completed a Smart Tree Inventory for the City of American Fork, UT. Our proposal introduced advanced technology that combines ground-based LiDAR and artificial intelligence (AI) to revolutionize the collection of urban forest tree inventory data. This project provided the City of American Fork with precise tree attributes, including location, tree height, canopy spread, and leaf area index. Additionally, we included five high-resolution photographs and a “digital twin” of each of the 11,5,000 trees captured at the time of the scan. Using our Smart Tree Inventory, American Fork can now make well-informed decisions to improve the long-term health and sustainability of the urban forest. All information is uploaded and available in our web-based TreeKeeper software system which enables American Fork to view the 3D digital twin, make edits, create work orders, and more.

Client Contact: Benjamin Ash | Urban Forester | bash@americanfork.gov | (801) 854-5692

City of Las Vegas, NV

June 2024

As the Las Vegas Valley experiences record-breaking heat each summer, research shows that temperatures are unevenly distributed, with poor and minority neighborhoods facing the most intense heat waves. According to 2019 Climate Central research, temperatures in Las Vegas have risen an average of 5.76% since 1970, making it the fastest-warming city in the U.S. The City of Las Vegas manages approximately 84,000 acres, with tree canopies covering around 7,665 acres, or 9% of the total area. Hot lingering temperatures complicate field safety during traditional tree inventory processes. To address this challenge and expedite data collection, the city has implemented a smart tree inventory strategy. Concurrently, the city launched a tree-planting program to mitigate the severe heat

island effect. The smart tree inventory strategy complements this initiative by providing critical data that supports informed decision-making and enhances the city's urban forestry management. Time is of the essence, and every month counts in this crucial effort.

Client Contact: Bradley Daseler | Urban Forester | bdaseler@lasvegasnevada.gov | 702.445.2840

AUTHORIZATION TO PROCEED

The pricing below is for our annual subscription model which provides biennial scanning, remote, and field inspections. The initial contract requires a minimum four-year commitment with optional two-year renewal contracts. Future scans will include comparisons between data sets for additional analysis on items like vigor, growth rates, leaf area, etc. City of Lewisville will have access to our web-based software, TreeKeeper®, throughout the length of your subscription. Pricing is valid for 120 days and subject to a 3%–5% increase due to inflation for future years beyond 2025.

The prices, terms and conditions, and warranty are hereby accepted. I am authorized to bind 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. Prior to setting up the TreeKeeper software a fully authorized SaaS agreement will need to be in place. 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.

Smart Tree Inventory

Description of Service	Package	Annual Subscription	Acceptance
TASK 1 STREET & PARK SMART TREE INVENTORY			
Computerized smart tree inventory data collection of up to 27,500 park and street trees in 2024. Includes remote inspection of up to 5,500 trees and field inspections of up to 1,375 trees by a Certified Arborist.	Base Inventory (up to 27,500 trees)	\$131,544	<input type="checkbox"/>
	Base Inventory (over 27,500 trees)	\$4.78/tree	<input type="checkbox"/>
	Option: Structure Assessment (up to 27,500 trees)	\$5,280	<input type="checkbox"/>
For signs in the Clearance package, the City would need to provide a shapefile of signs. If this doesn't exist DRG can inventory the signs for \$1.20/sign.	Option: Health and Vitality (up to 27,500 trees)	\$5,280	<input type="checkbox"/>
	Option: Clearance (Roads, Wires, Traffic Signs, Buildings) (over 27,500 trees)	\$15,840	<input type="checkbox"/>

Description of Service	Fee	Acceptance
TASK 1 AREA OF INTEREST (AOI)		
Creating a defined AOI prior to starting the smart tree inventory is critical. DRG is happy to work with you to create the necessary shapefile in the event you don't have one.	\$1,500 (one time fee)	<input type="checkbox"/>
TASK 2: TREEKEEPER® SOFTWARE		
Annual subscription	Included	<input type="checkbox"/>
Annual premium support package for customization & trainings	\$1,500	<input type="checkbox"/>
Web-based 4-hour TreeKeeper® training	\$750	<input type="checkbox"/>
In-person 6-hour TreeKeeper training	\$1,800	<input type="checkbox"/>
TASK 3: TREE INVENTORY AND MAINTENANCE STRATEGY (OPTIONAL)		
Tree inventory and maintenance strategy with 5-year budget and benefits analysis	\$9,550	<input type="checkbox"/>
CUSTOM CONSULTING		
DRG can offer a variety of custom consulting options to supplement the smart tree inventory collections including but not limited to; trainings, API connection between DRG's TreeKeeper software and other systems, database matching, additional remote or field inspections, level 3 risk assessments, and more.	\$160.00 per hour	<input type="checkbox"/>

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 City of Lewisville with authority to authorize and bind my company.

City of Lewisville

Client Representative: _____

Authorizing Signature: _____

Title: _____

Date: _____

Phone Number: _____

Email: _____

Davey Resource Group, Inc.

DRG Project Representative: _____

Title: _____

Date: _____

Phone Number: _____

E-mail: _____

INVOICING METHOD

How would you like to receive invoices for this project?

☐

Mail: Invoice(s) will be mailed to the address listed on page 1 of this proposal.

☐

E-mail: Invoice(s) will be e-mailed to:

Other: Please provide instructions below:

INSURANCE REQUIREMENTS

Certificate Holder Name and Address (if different than listed on page 1 of the proposal):

List of Additional Insured Entities:

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 a detailed area of interest shapefile that defines the areas to be scanned and trees to be extracted. If City can't provide an AOI, we can create one that City must agree to prior to collecting data.
- 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, you accept DRG's Terms and Conditions and Limited Warranty and agree that, upon award, this proposal and its attachments will be made a part of the Agreement.

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.

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.

Appendix B: Streets to Be Inventoried

Road type	Description	Road Type Included in Quote
Motorway	A restricted access major divided highway, normally with 2 or more running lanes plus emergency hard shoulder. Equivalent to the Freeway, Autobahn, etc.	No
Trunk	The most important roads in a country's system that aren't motorways (need not necessarily be a divided highway).	Yes
Primary	The next most important roads in a country's system (often link larger towns).	Yes
Secondary	The next most important roads in a country's system (often link towns).	Yes
Tertiary	The next most important roads in a country's system (often link smaller towns and villages).	Yes
Unclassified	The least important through roads in a country's system – i.e., minor roads of a lower classification than tertiary, but which serve a purpose other than access to properties (often link villages and hamlets).	Yes
	The word 'unclassified' is a historical artifact of the UK road system and does not mean that the classification is unknown.	Yes
Residential	Roads which serve as an access to housing, without function of connecting settlements. Often lined with housing.	Yes
Service	For access roads to, or within an industrial estate, camp site, business park, car park, alleys, etc.	Yes
Motorway link	The link roads (slip roads/ramps) leading to/from a motorway from/to a motorway or lower class highway. Normally with the same motorway restrictions.	No
Trunk link	The link roads (slip roads/ramps) leading to/from a trunk road from/to a trunk road or lower class highway.	Yes
Primary link	The link roads (slip roads/ramps) leading to/from a primary road from/to a primary road or lower class highway.	Yes
Secondary link	The link roads (slip roads/ramps) leading to/from a secondary road from/to a secondary road or lower class highway.	Yes
Tertiary link	The link roads (slip roads/ramps) leading to/from a tertiary road from/to a tertiary road or lower class highway.	Yes
Living street	For living streets, which are residential streets where pedestrians have legal priority over cars, speeds are kept very low.	Yes
Pedestrian	For roads used mainly/exclusively for pedestrians in shopping and some residential areas which may allow access by motorized vehicles only for very limited periods of the day.	No
Track	Roads for mostly agricultural or forestry uses. Although tracks are often rough with unpaved surfaces, this tag is not describing the quality of a	No

	road but its use.	
Bus guideway	A busway where the vehicle is guided by the way (though not a railway) and is not suitable for other traffic.	No
Escape	For runaway truck ramps, runaway truck lanes, emergency escape ramps, or truck arrester beds.	No
Raceway	A course or track for (motor) racing.	No
Road	A road/way/street/motorway/etc. of unknown type. It can stand for anything ranging from a footpath to a motorway.	Yes
Busway	A dedicated roadway for bus rapid transit systems.	No
Cycleway	For designated cycleways.	No
Construction	For roads under construction.	No