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PROJECT TITLE	EXHIBITS (List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)
CONTRACTOR	CITY OF REDMOND PROJECT ADMINISTRATOR (Name, address, phone #) City of Redmond
CONTRACTOR'S CONTACT INFORMATION (Name, address, phone #)	BUDGET OR FUNDING SOURCE
CONTRACT COMPLETION DATE	MAXIMUM AMOUNT PAYABLE

THIS AGREEMENT is entered into on _____, 20__ between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. **Retention of Consultant - Scope of Work.** The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. **Completion of Work.** The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. **Payment.** The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice

the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. **Ownership of Work Product.** Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.

7. **Independent Contractor.** The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. **Indemnity.** The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

9. **Insurance.** The CONSULTANT shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.

C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars (\$2,000,000) or more against claims arising out of work provided for in this agreement.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. **Project Administrator.** The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

14. **Termination.** The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. **Non-Discrimination.** The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. **Compliance and Governing Law.** The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. **Subcontracting or Assignment.** The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

18. **Non-Waiver.** Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

19. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. **Taxes.** The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. **City Business License.** The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. **Entire Agreement.** This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

**page 8 – Consulting Services Agreement, Non-Public Work
City of Redmond, standard form**

**IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the
day and year first above written.**

CONSULTANT:

CITY OF REDMOND:

By: _____
Title: _____

Angela Birney, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

Office of the City Attorney



BID RESPONSE

Responding To:

Bid/Project Number: RFP 10780-23

Bid/Project Title: Tree Health Risk Assessment and Mitigation Plan

Closing Date: 05/01/2022, 2pm PST

Submitted By:

Name of Company Submitting Response:

Urban Forestry Services | Bartlett Consulting


Printed Name of Person Submitting Response:

Paul Hans Thompson

Email:

pthompson@bartlett.com

Signature of Person Submitting Response:

DocuSigned by:

3915F0688BE3490...

Date:

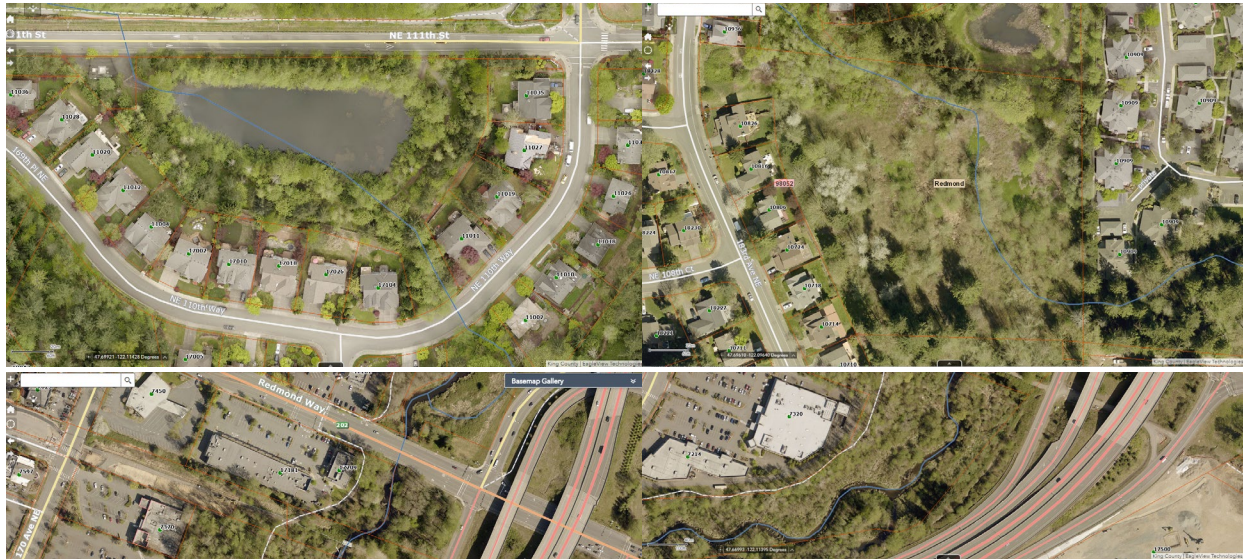
5/1/2023

Attach Your Bid/Proposal:

Remember to sign your bid/proposal



Attach all pages of your response here



PROPOSAL

Tree Health Risk Assessment and Mitigation Plan

RFP 10780-23

Closing: 2 PM on May 1st, 2023

Submitted by:

Urban Forestry Services | Bartlett Consulting

15119 McLean Road
Mount Vernon, WA 98273
United States of America

Paul Hans Thompson
Managing Consultant, Senior Consulting Arborist
Phone: 1(360) 855 5072
Email: pthompson@bartlett.com



Urban Forestry Services

BARTLETT CONSULTING

Divisions of The F.A. Bartlett Tree Expert Company

Urban Forestry Services | Bartlett Consulting • Divisions of The F.A. Bartlett Tree Expert Company
15119 McLean Road, Mount Vernon, WA, 98273 • 360.399.1377 • www.urbanforestryservices.com



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Urban Forestry Services

BARTLETT CONSULTING

Divisions of The F.A. Bartlett Tree Expert Company

Proposal to Provide Tree Health Risk Assessment and Mitigation Plan; RFP 10780-23

Date: 4/28/2022

Prepared For: City of Redmond, Washington
Purchasing Division, M/S:3NFN
15670 NE 85th Street
Redmond, Washington, 98073-9710

Project Details: **ISA Level 1 Limited Visual Tree Risk Assessment and ISA Level 2 Basic Assessment, and Mitigation Plan**
City of Redmond, Washington

Prepared By: Miles Becker, Project Manager and
Paul Hans Thompson, Managing Consultant

Notice to Client

Urban Forestry Services | Bartlett Consulting are Divisions of the F.A. Bartlett Tree Expert Company (Bartlett Tree Experts) and prepared this proposal at the owner/client's direction to assist with making tree/shrub management decisions. In addition to the recommended scope of work below, we advise the owner/client to have a qualified arborist inspect the property periodically to assist in identifying potential risks or hazardous conditions related to the trees/shrubs on the property. Doing so will allow the owner/client to make informed decisions about the tree/shrub conditions and the prioritization of future work.

Summary and Project Understanding

Urban Forestry Services | Bartlett Consulting (UFS|BC) proposes to assess the health and risk of trees in parcels owned by the City of Redmond and the public right-of-way. Understanding that every City-owned tree may not be included in this assessment, priority will be given to higher-use areas within striking range of established trees. For example, collector or arterial roads and frequently visited parks. Priority areas will be determined in cooperation with City staff prior to the start of tree assessments.

A walk-through ISA Level 1 Limited Visual Assessment will first assess trees in subject areas. Only trees with a trunk diameter greater than 12 inches DBH and within striking range (1.5 times tree height) of a target will be considered. Trees observed in the Level 1 assessment that have a probable or imminent likelihood of failure and a medium or high likelihood of impacting a target with significant or severe consequences will be moved up to a Level 2 Basic Risk Assessment. All Level 2 assessment trees will be tagged, and their location mapped in mobile GIS software, such as ESRI Field Maps.

Field assessments will be used to recommend actions that the City can implement to mitigate risk. Recommendations for Level 1 assessed trees will apply to the group or stand of trees. Individual recommendations will be made for each Level 2 assessed tree. Groups of Level 1 trees and each Level 2 tree will be mapped in ESRI ArcGIS Pro. Spatial data will be delivered to the City in a geodatabase, along with a Microsoft Excel spreadsheet and a Tree Health Risk Assessment and Mitigation Report. The deliverables will be submitted within four months of an executed contract.

All the tree assessments will be completed by our local team of five full-time ISA Certified Arborists who have successfully completed their TRAQ. They currently work exclusively throughout the Puget Sound region with experience serving municipal, commercial, and residential clients. Past projects include street tree inventories and assessments in Redmond, Kirkland, Bellevue, and surrounding cities that share similar urban forest composition and risk management challenges. Our main office at 15119 McLean Road in Mount Vernon, Washington is supported by two administrative staff. We can be reached at 1(360) 399 1377.

Scope of Work

Urban Forestry Services | Bartlett Consulting will conduct a Level 1 limited visual assessment* of tree risk on the specified trees, as identified by the owner/client, to evaluate the potential risk associated with the tree part(s) assessed. This assessment will be advanced to a Level 2 basic assessment for trees assessed as having a probable or imminent likelihood of failure and with a target. This tree risk assessment will include a report summarizing the risk potential for the tree population, as well as a mitigation plan for the risks associated with the subject tree part(s), to assist the owner/client with the management of the trees.

The complete scope of the assignment is listed below:

1. Schedule a site visit by a qualified arborist within 14 days of a signed proposal/City Council Approval (if required) to inspect the following tree(s) [Scheduled August 1, 2023]:
 - 1.1 Trees with a trunk diameter (measured at 54 inches) greater than 12 inches, and that are located on the City of Redmond property, to be identified by the City of Redmond following the award of the contract for RFP 10780-23, Tree Health Risk Assessment and Mitigation Plan [Scheduled August 1, 2023].
2. Perform a walk-by/walk-through Level 1 limited visual assessment* of the trees from the appropriate and accessible area of the location(s) only to identify observable tree parts with a probable or imminent likelihood of failure and a moderate or high likelihood of impact to any potential persons, property, or activities if the tree part failed.
3. Perform a 360° ground-based Level 2 basic assessment* of tree risk on trees identified in the Level 1 limited visual assessment to have observable tree parts with a probable or imminent likelihood of failure and a moderate or high likelihood of impact to any potential persons, property, or activities if the tree part failed. During the Level 2 basic assessment for the identified trees, the consequences of a failure and impact will be evaluated to determine the risk associated with a certain tree part. Level 2 basic assessment trees shall be tagged with a numerically stamped aluminum tag for field identification.

4. Provide a written report that will present the results of the inspection and assessment within 120 days of the award of the contract for RFP 10780-23, Tree Health Risk Assessment and Mitigation Plan (offer is valid for 60 days [*Valid Time Period.*]). [Scheduled August 1, 2023].

As per RFP 10780-23, the report will include:

- a. Title page
- b. Executive summary
- c. Table of contents
- d. Introduction
- e. Goals and Objectives
- f. Explanation of data collection and tree inspection methodology – to include (a) definition of tree risk classification system.
- g. Tree risk table identifying each tree having a “probable” or “imminent” likelihood of failure, genus/species/common name, DBH, overall risk rating, (*the*) primary target, defect, or observations, (*and*) mitigation procedure recommendations. Table data will be created in an Excel spreadsheet.
- h. An ArcGIS map (*sic.*) identified high-risk trees having (a) “probable” or “imminent” likelihood of failure.
- i. Conclusion/recommendations
- j. Appendices
- k. Glossary

As per ANSI A300 Standards for Tree Risk Assessment the report will also include:

- a. Tree selection criteria and tree risk assessment methodology used.
- b. Tree description including location, species, and size.
- c. Conditions of concern/defects detected from the defined perspective.
- d. Specific risk targets considered.
- e. Likelihood of failure, the likelihood of impact, consequences of failure, and tree part risk.
- f. Risk mitigation options such as but not limited to: pruning, removal, or structural support installation
- g. Recommendations for Level 3 advanced assessments (if warranted).
- h. Definitions of unique terms used in tree risk assessment.
- i. Recommended inspection interval

* As defined in the *International Society of Arboriculture (ISA) Best Management Practices for Tree Risk Assessment* and *ANSI A300 Tree Risk Assessment Standard*

Tree Risk Assessment Methodology

Urban Forestry Services | Bartlett Consulting applies the methodology defined by the *International Society of Arboriculture* in its *Best Management Practices for Tree Risk Assessment* to identify tree risk ratings.

To begin the tree risk assessment process, the arborist will review the owner/client’s goals and objectives, request information about the activity around the tree or trees being assessed for risk and make a series of observations. The arborist will assess the condition of the tree or tree part(s), and through consultation with the client, identify any potential persons, property, or

activities that could be impacted if the tree or tree part(s) failed. Throughout the process, the arborist will assign a series of ratings to specific categories, including the likelihood of the tree or tree part failing within a three-year period, the likelihood of the failed part impacting a person, property, or activities, and the potential consequences that such an impact may have. This information helps determine a tree or tree part's "overall risk rating," as described in arboricultural industry standards.

One important factor that the arborist must consider is the potential injury to a person from a tree failure. To determine an appropriate level of tree or tree part risk, the arborist will consider one of the highest "occupancy rate" categories for any persons who are deemed to be potential targets of a tree or tree part failure of the tree being assessed, unless the owner/client states otherwise. Also, the highest "consequence" category is typically assigned whenever a person(s) may be injured from a tree failure. Doing so will potentially result in a higher risk rating of the assessed tree; however, we believe this to be a more prudent method to use when considering the possible injury, the impact of a failed tree or tree part can cause to a person.

If, during the field assessments, the arborist believes that a more involved assessment, such as a Level 3 advanced assessment is required, or if the owner/client requests additional assessments beyond the scope, a separate proposal for such additional work will be provided with a cost estimate and must be authorized by the owner/client in writing prior to such services being performed.

Once the field portion of the tree risk assessment is completed, the arborist will prepare a written executive summary report for the owner/client, which will provide information to help the owner/client make decisions regarding the management of the tree(s) being assessed.

Qualifications/Project Approach

Each consultant at Urban Forestry Services | Bartlett Consulting (UFSBC) is an ISA Certified Arborist with at least 5 years of experience conducting tree risk assessments. Their TRAQ training is current and frequently applied to projects in northwest Washington. Our consultants have received formal GIS training for collecting data efficiently in the field, analyzing spatial data in ESRI ArcGIS Pro software, and producing high-quality digital maps.

- The lead for this project will be Miles Becker. He will be responsible for tracking the budget, communicating with the City contact, coordinating field data collection, and preparing the final executive summary deliverables, including Excel reporting.
- The assistant project lead will be Paul Hans Thompson, Managing Consultant for the UFS|BC office.
- Paul and Miles, along with consultants Tyler Holladay and Josh Hollinger, will assess trees in the field.
- Tyler holds a GIS Certificate and will oversee the mapping and spatial analysis.
- Anna Heckman, Senior Consultant, will assist with the project as needed.
- Office administrators Nikki Mariano and Pauline Schweigert will handle contracts and invoices.

Resumes with the education, experience, and qualification of each consultant named above are in the attached *UFSBC Company Profile*. The organization of our office to complete this scope is illustrated in Chart 1 below:

CHART 1. Organizational Chart of Firm.



Experience and Capabilities

UFS|BC consultants routinely engage in risk assessments for homeowner associations, engineers and other professionals, and municipalities. The project most comparable in scale and scope was a risk assessment of trees along 24.5 miles of Sound Transit Extension Projects in Lynnwood, Federal Way, Bellevue, Redmond, Mercer Island, Seattle, and Kirkland. We also completed a tree inventory and assessment of SR 522 and NE 145th Street in Kenmore, Bothell, and Shoreline for Sound Transit's Bus Rapid Transit expansion project in 2021. Our most recent public tree project in Redmond was an assessment of trees impacted by infrastructure improvements on NE 40th Street and 156th Avenue NE, next to the Microsoft Campus.

In addition to these higher volume projects contracted through private companies, our consultants serve as on-call city arborists for eight cities in King, Skagit, and Snohomish Counties. We assess publicly owned trees in the ROW, native growth protection areas, undeveloped ROW, and city parks for risk to residents concerned about tree failure. City tree workers or private contractors hired by the City can follow the recommendations provided in our reports.

The adoption of mobile GIS software by our office will allow us to accurately locate and record data for assessed trees. Multiple consultants can simultaneously collect data with live updates to the cloud-based application. Data quality control and accuracy will be done by the office GIS specialist and project lead. Our software license for ArcGIS Pro will allow us to manage the data, conduct spatial analyses, and prepare a map layout for presentation in the final report.

WORK SAMPLES: TWO EXAMPLE REPORTS ARE ATTACHED

Proposed Fees/Cost (Bid Estimate)

We estimate that a budget of \$250,000 would give 1,215 hours to complete Level 1 assessments with up to 3,510 trees included in Level 2 assessments. The exact hours dedicated to Level 1 tree assessments will be determined based on the size of the assessment area, the density of trees in the area, and the condition of trees in the stand. The number of budgeted Level 2 assessments is listed in Table 3 of the Project Schedule section.

Table 1. Estimated project costs (As per RFP Response Requirements & Format)

Item For Bid	Estimated Cost Per Unit
Level 1 trees over 12" DBH	\$165 per hour for Level 1 visual inspection
Level 2 trees with a high-risk rating	\$11 per tree
Tree Health Risk Assessment and Mitigation Report	\$11,500 per report (as per the Scope of Work detailed above)
Additional Expenses:	\$11,160 lump sum additional expenses
Mileage	\$4,100
GIS Technical Solutions	\$2,960
Client and Community Meetings	\$2,900
Materials and Supplies	\$1,200

Urban Forestry Services | Bartlett Consulting will invoice the owner/client upon completion of the deliverables. Payment is due upon receipt of the invoice.

Project Schedule

The priority areas to assess would be established during the contract process in May. Areas would be categorized into Priority 1 with 50% of the field time, Priority 2 with 30%, and Priority 3 with 20%. Assessments in the field would start at the end of June and continue through to the start of October. The proposed schedule for completion of tasks is listed below in Table 3.

Table 2. Timeline for *completing* Level 1 and Level 2 risk assessments (As per RFP Response Requirements & Format).

Item	Date Completed
(Start date August 1) Identify priority areas.	August 14
Geodatabase setup and design	August 21
Priority 1 Areas assessed: max. 1,755 Level 2 Trees	October 6
Priority 2 Areas assessed: max. 1,053 Level 2 Trees	November 3
Priority 3 Areas assessed:	November 17

max. 702 Level 2 Trees	
Data management and quality control	December 15
Geodatabase and data table	December 29
Tree Health Risk Assessment Report	January 15

References

The following professional contacts can be used as references for the quality and integrity of our work:

Michael May
HDR
600 University Street, Suite 500
Seattle, WA 98101
michael.may@hdrinc.com
(425)214-3828

Phil Bennett
Stormwater and Urban Forestry Supervisor
City of Snoqualmie
38194 SE Mill Pond Road
Snoqualmie, WA 98065
pbennett@snoqualmiewa.gov
(425)831-5784

Manuel Feliberti
David Evans & Associates
14432 SE Eastgate Way, Suite 400
Bellevue, WA 98007
Manuel.Feliberti@deainc.com
(425)519-6580

City of Redmond Business License

Business license receipt (proof of purchase.)



STATE OF WASHINGTON BUSINESS LICENSING SERVICE

Thank you for filing online

Our processing time generally takes up to 10 business days. Some endorsements may take more time for state or city approval. You will receive your business license with approved endorsements in the mail. An updated business license will be mailed to you when additional endorsements are approved.

Confirmation Number: 0-033-103-904

Filing Date and Time: 04/28/2023 01:22:53 PM

Payment Method: Bank Account

Business Entity Information

Entity Type: Corporation
Name of Entity: THE F.A. BARTLETT TREE EXPERT COMPANY
Account ID: 602831916-001-0005
Firm Name: URBAN FORESTRY SERVICES - BARTLETT CONSULTING

Endorsement(s) Applied For	Begin	End	Count	Fee
Redmond General Business - Non-Resident	04/28/2023	04/30/2024	1	\$0.00
Franklin County General Business - Non-Resident	04/28/2023	04/30/2024	1	\$75.00
				<hr/> \$75.00

Fee Type	Begin	End	Count	Fee
BLS Processing Fee	04/28/2023		1	\$0.00
Redmond Empl Fee	04/28/2023		1	\$132.00
				<hr/> \$132.00

Grand Total: \$207.00

txL0004

Conditions of Proposal

This offer is valid for 60 days [*Valid Time Period.*] Unless accepted, our offer will be considered withdrawn after 60 days.

Before entering into this agreement, the owner/client must inform Bartlett Tree Experts of any additional requirements that may affect the work or proposal pricing (such as the owner/client's contractual terms, the owner/client's insurance requirements, or the owner/client's timing requirements of the work). Bartlett Tree Experts reserves the right to terminate the contract, without penalty, and submit a revised proposal and pricing if the owner/client presents additional requirements after they have accepted the original proposal.

Prior to conducting the Level 1 limited visual assessment, the owner/client must recognize that evaluating the potential for tree risk and failure is not an exact science. While many factors will be considered during such an assessment including the extent of any defects, the species of tree, the tree characteristics, and environmental conditions, the owner/client must understand that all trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. The purpose of this assessment is to help the owner/client understand which tree or trees appear to possess a higher degree of likelihood or potential for failure based on accepted industry practices; it is not meant to declare any tree to be "safe" or unlikely to be hazardous. As such, the owner/client should not infer that any tree not identified as having an imminent or probable likelihood of failure or not identified with a moderate, high, or extreme overall risk rating is "safe" or will not fail in any manner.

All recommendations made by Bartlett Tree Experts will be based on the defects which are present and detectable at the time of the assessment and the commonly accepted industry practices for reducing or minimizing the risks associated with the trees. Tree conditions, though, can change, and some hazards may not be present or detectable through the inspection process. As such, Bartlett Tree Experts can make no guarantees or warranties of any kind that all defects will be detected, nor can Bartlett Tree Experts accept any liability in any manner whatsoever for any damage caused by any tree on this property, whether the tree was assessed or not, or whether any recommendations to mitigate risk were followed or not.

In addition, to the fullest extent permitted by law, the owner/client agrees to indemnify and hold harmless Bartlett Tree Experts from any third-party lawsuits or claims based on the past, present, or future conditions of the owner/client's trees, or decisions made by the owner/client regarding the trees, or injuries or damages caused by any future tree or tree part failures, which are under the ownership and control of the owner/client, that Bartlett Tree Experts may suffer as the result of any negligent action, inaction, or decisions made by the owner/client regarding the trees.

The risk assessment information is to be considered valid as of the time and date of inspection.

Tree risk assessment definitions are provided with this proposal to assist the owner/client with understanding specific industry vocabulary.

Notice of Right to Cancel

You, the owner/client, may cancel this transaction, without penalty or obligation, at any time prior to midnight of the third business day after the date of the acceptance of this proposal. To cancel your acceptance of this proposal within this time, you may notify Urban Forestry Services | Bartlett Consulting, in writing of your intent to do so, referencing the work location and project.

Need for Future Inspections

It shall be the responsibility of the owner/client to ensure that a qualified arborist inspects all trees annually, or after any major weather event, to monitor the risk associated with the trees on the aforementioned property.

Additional Terms

After reviewing the *additional information and terms and conditions* provided with this proposal, which becomes part of this agreement, please sign and return a copy. In the event that the owner/client should issue additional work authorization terms, if agreed upon, such terms will be incorporated into this agreement. In the event that such terms conflict with this agreement, then the terms of this agreement shall govern over any conflicting language. Should you have any questions or need further information, please contact me (Paul Hans Thompson, UFS|BC Managing Consultant and Assistant Project Manager) directly at (360) 855-5072.

Offer

Urban Forestry Services | Bartlett Consulting will perform the above-referenced service in a safe, professional manner, in accordance with all laws, rules, regulations, and industry standards governing tree care.

Urban Forestry Services | Bartlett Consulting



Representative Signature:

Date:

April 28, 2023

Printed Name:

PAUL HANS THOMPSON

Authorization to Proceed

I hereby authorize Urban Forestry Services | Bartlett Consulting to perform the above services. Unless otherwise agreed upon in writing by Urban Forestry Services | Bartlett Consulting, I agree to make a total payment of the estimated costs and all authorized additional costs upon completion of the work.

Owner/Client's Signature:

Date:

Printed Name:

Invoicing Details

If the invoicing details are different from the 'Prepared For' provided on the first page of this proposal, please fill out the following invoicing details.

Required fields are indicated with an asterisk (*).

***Contact Name** (Attention of):

***Telephone Number:**

***Billing Email:**

Email:

***Invoicing Address:**

Tree Risk Assessment Vocabulary

Tree risk assessment has a unique set of terminology with specific meanings. A complete list of tree risk vocabulary and procedures may be found in the International Society of Arboriculture's (ISA) *Best Management Practice (BMP) for Tree Risk Assessment* or the American National Standards Institute (ANSI) *A300 Tree Risk Assessment Standard*. The following information is provided to assist the owner/client with understanding some of the common industry phrases or language, and some of the procedures and methodologies associated with the industry language used in the proposal and/or report.

Vocabulary Used Throughout Proposals and Reports

Inspection interval is the recommended amount of time between inspections or assessments.

Occupancy rates categorize the estimated time a target is physically within a target zone. Occupancy rate is classified as rare, occasional, frequent, or constant.

Overall risk rating is the highest individual risk identified for the tree.

Residual risk is the estimated level of risk that will remain after the recommended mitigation efforts to reduce the risk have been made. This estimate is provided to help the client understand that some level of risk may still exist and plan appropriately for future risk management.

Risk is the likelihood of an event and its consequences.

Risk rating for a tree or tree part is the combination of the likelihood of failure, the likelihood of impact, and the consequences.

Time frame is the period the assessor uses in which to estimate the likelihood of failure in all categories except the "imminent" category. The use of a time frame is meant solely to help the assessor better determine the portions of the risk analysis which are time dependent. The owner/client should never consider the time frame a "guarantee period" for the risk assessment or that the tree will not fail or is safe within the stated time frame.

Targets are people, property, or activities that could be injured, damaged or disrupted by a tree or tree part failure.

Target occupancy rates are typically identified based on information obtained from the owner/client prior to conducting the assessment, as well as information gained during the limited time the assessor evaluates the tree and site. Targets, target zones, and occupancy rates may be adjusted based on observations during the assessment.

Target zones are the areas where a tree or tree part is likely to land if it were to fail. The target zone(s) is determined in the field at the time of the assessment.

Trees can generally be defined as a woody perennial plant with a single trunk, defined crown, and will reach a minimum height of 15 feet at maturity.

Tree parts include branches, fruit, and trunks.

Tree risk is the likelihood of a tree failure impacting a target and the severity of the consequences.

Tree risk assessment is the systematic process used to identify, analyze, and evaluate tree risk. Tree risk assessments are conducted to assist the tree owner or client in better understanding the risk their trees pose so they can make management decisions to reduce or minimize those risks. Tree risk assessments focus on evaluating the structural integrity of the tree crown, branches, trunks, and roots and root collar.

Tree risk assessors are trained arborists or qualified professionals with experience in performing tree risk assessments.

Vocabulary Used to Communicate Occupancy Rates

Constant indicates a target is present in the target zone at nearly all times, 24 hours a day, seven days a week.

Frequent indicates a target is present in the target zone for a large portion of the day or week.

Occasional indicates a target is present in the target zone infrequently or irregularly.

Rare indicates a target zone that is not commonly used by people or other mobile/movable targets.

Vocabulary Used to Communicate the Likelihood of Failure

Imminent indicates that failure has started or is most likely to occur in the near future, even if there is no significant wind or increased load.

Probable indicates that failure may be expected under normal weather conditions within the specified time frame.

Possible indicates that failure could occur, but is unlikely under normal weather conditions within the specified time frame.

Improbable indicates that failure is not likely during normal weather conditions, and it may not fail in extreme weather conditions within the specified time frame.

Vocabulary Used to Communicate the Likelihood of Impacting a Target

High indicates that a failed tree or tree part will most likely impact a target.

Medium indicates the failed tree or tree part could impact the target but is not expected to do so.

Low indicates that the failed tree or tree part is not likely to impact a target.

Very low indicates that the likelihood of a failed tree or tree part impacting the specified target is remote.

Vocabulary Used to Communicate the Likelihood of a Failure Impacting a Target

Very likely to impact a target is reached by an imminent likelihood of failure and high likelihood of impact.

Likely to impact a target can be reached by an imminent likelihood of failure and medium likelihood of impact; or probable likelihood of failure and high likelihood of impact.

Somewhat likely to impact a target can be reached by one of the following combinations; an imminent likelihood of failure and low likelihood of impact; probable likelihood of failure and medium likelihood of impact; or possible likelihood of failure and high likelihood of impact.

Unlikely to impact a target can be reached by one of the following combinations; a possible or probable likelihood of failure and low likelihood of impact; possible likelihood of failure and medium likelihood of impact; improbable likelihood of failure with any likelihood of impact rating; or any likelihood of failure rating with very low likelihood of impact.

Vocabulary Used to Communicate the Consequences of Failure and Impact

Severe consequences could involve serious personal injury or death, high-value property damage, or major disruption to important activities.

Significant consequences are those that could involve substantial personal injury, property damage of moderate to high value, or considerable disruption of activities.

Vocabulary Used to Communicate the Consequences of Failure and Impact

Minor consequences are those that are believed will only cause minor personal injury, low-to-moderate-value property damage, or small disruption of activities.

Negligible consequences are those that are believed will not result in personal injury, will only involve low-value property damage, or disruptions that can be replaced or repaired.

Vocabulary Used to Communicate Overall Risk Ratings

Extreme risk applies in situations in which failure is imminent, there is a high likelihood of impacting the target, and the consequences of the failure are severe.

High risk situations are those for which consequences are significant and likelihood is very likely or likely; or consequences are severe and likelihood is likely.

Moderate risk situations are those for which consequences are minor and likelihood is very likely or likely; or likelihood is somewhat likely and consequences are significant or severe.

Low risk situations are those for which consequences are negligible and likelihood is unlikely; or consequences are minor and likelihood is somewhat likely.

Explanation of Tree Risk Levels

The three levels of tree risk assessment defined in the *ANSI A300 Tree Risk Assessment Standard* are:

I. Level 1: Limited Visual Assessment

This level of assessment provides a visual assessment from a defined perspective (e.g., from the sidewalk, street, or aerial view) of an individual tree or population of trees to assess risk to specified targets from obvious defects or specified conditions.

Level 1 assessments are typically performed to quickly assess large populations of trees or conduct a rapid assessment of an individual tree. The assessor views only one side of the tree while walking on a sidewalk, being unable to access a neighboring property, looking from a slow-moving car, or from above with a drone, helicopter, or airplane.

A Level 1 assessment requires the client to identify the location and/or selection criteria of trees to be assessed. The assessor may:

1. Determine the most efficient route and document the route taken.
2. Assess the tree(s) within the area from the defined perspective (e.g., walk-by or drive-by).
3. Record the location of trees that meet the defined criteria (e.g., significant defects or other conditions of concern).
4. Evaluate the risk (risk rating is optional).
5. Identify trees requiring a higher level of assessment (Level 2 or Level 3) and/or prompt action.
6. Submit risk mitigation recommendations and/or a report.

Limitations: Level 1 assessments are the least thorough means of assessment. They are typically from one perspective, such as a walk-by, a drive-by, or aerial view. This level of assessment is most commonly used to prioritize higher-risk trees within larger groups of trees when there are budgetary, time, or other management constraints. Some defects or conditions will not be visible to the inspector, nor will all conditions visible at all times of the year; therefore, not all higher-risk trees will be accurately identified. In addition, the assessment may not provide enough information to assign a risk rating, make a risk mitigation recommendation, or determine residual risk.

II. Level 2: Basic Assessment

A Level 2 assessment is a detailed visual inspection of a tree and its surrounding site and a synthesis of the information collected. It requires a 360° ground-based inspection around a tree, including the site conditions, visible buttress roots, trunk, branches, and crown.

The Level 2 assessment may include using tools such as binoculars, mallet, or probe at the discretion of the assessor or at the request of the owner/client.

At this level, the assessor may:

1. Locate and identify the tree or trees to be assessed.
2. Determine the targets and target zone for the tree or tree part(s) of concern.
3. Review the site history and conditions, and species failure profile.
4. Assess potential load on the tree and its parts.
5. Assess general tree health.
6. Inspect the tree visually which may include the use of common tools such as binoculars, mallet, probes, and/or shovels, as specified in the Scope of Work.
7. Record observations of site conditions, defects, indicators of internal defects, and response growth.
8. If necessary, recommend a Level 3 advanced assessment.
9. Analyze data to determine the likelihood of failure, likelihood of impact, and consequences of failure to evaluate the degree of risk.
10. Develop mitigation options and estimate residual risk for each option.
11. Recommend a re-inspection interval.
12. Prepare and submit a report.

Limitations: Level 2 assessments only include conditions and defects that can be detected from a ground-based visual inspection on the day of the assessment. Below-ground, internal, or upper-crown conditions, decay, and defects may not be detected.

III. Level 3: Advanced Assessment

A Level 3 assessment is performed to provide detailed information about specific tree parts, defects, targets, or site conditions. These are usually conducted in conjunction with or after a Level 2 assessment with owner/client approval. Specialized equipment, data collection and analysis, and/or expertise are usually required for Level 3 assessments.

At this level, the assessor may:

1. Locate and identify the tree or trees to be assessed.
2. Determine the targets and target zone for the tree or tree part(s) of concern.
3. Review the site history and conditions, and species failure profile.
4. Assess potential load on the tree and its parts.
5. Assess general tree health.
6. Inspect the tree and/or site using advanced techniques as specified in the Scope of Work.
7. Record results from advanced techniques.
8. Analyze data to determine the likelihood of failure, likelihood of impact, and consequences of failure to evaluate the degree of risk.
9. Develop mitigation options and estimate residual risk for each option.
10. Recommend a re-inspection interval.
11. Recommend other advanced assessments, if necessary.
12. Prepare and submit a report.

*Items 1-5 may be included in the associated Level 2 assessment.

Procedures and Methodologies Often Used For Level 3 Assessments

Level 3 procedures and methodologies, which are referred to as technologies, may include:

Procedure	Methodology
Aerial inspection and evaluation of structural defects in upper stems and branches	<ul style="list-style-type: none"> • visual inspection from within the tree crown or from a lift • unmanned aerial vehicle (UAV) photographic inspection • decay testing of branches
Detailed target analysis	<ul style="list-style-type: none"> • property value of anything potentially impacted by tree failure • use and occupancy statistics • potential disruption of activities such as road blockage or an electrical outage
Detailed site evaluation	<ul style="list-style-type: none"> • history evaluation • soil profile inspection to determine root depth • soil mineral and structural testing
Decay and wood analysis	<ul style="list-style-type: none"> • increment boring • drilling with small-diameter bit • resistance-recording drilling • single path sonic (stress) wave • sonic tomography • electrical impedance tomography • radiation (radar, X-ray) • advanced analysis for pathogen identification
Health evaluation	<ul style="list-style-type: none"> • tree ring analysis (in temperate zone trees) • shoot length measurement • detailed health/vigor analysis • starch assessment
Root inspection and evaluation	<ul style="list-style-type: none"> • root and root collar excavation • root decay evaluation • ground-penetrating radar
Storm/wind load analysis	<ul style="list-style-type: none"> • detailed assessment of tree exposure and protection • computer-based estimations according to engineering models • wind reaction monitoring over a defined interval

Procedure	Methodology
Measuring and assessing the change in trunk lean	<ul style="list-style-type: none">• visual documentation• digital level
Load testing	<ul style="list-style-type: none">• hand pull• measured static pull• measured tree dynamics

Limitations: Level 3 assessments that include specialized technologies may have uncertainty and require qualified estimations. Exact measures may not be feasible.

Conclusion

Regardless of the level of assessment conducted, every assessment is limited to the trees identified in the scope of work, conditions detectable at the time of the assessment, the level of communication with the owner/client, and other conditions that affect the assessor's ability to collect information. Not all defects and conditions are detectable, and not all tree failures can be predictable. Trees are living organisms, and as such, every tree's structural conditions change over time.

Terms for Commercial Consulting Services

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

Article 1 TREE RISK

1.1 Tree Risk

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

Article 2 THE WORK

2.1 Ownership

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

2.2 Specified Trees or Work

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

2.3 Insurance

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

2.4 Compliance

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

2.5 Access Over Roads, Driveways, and Walkways

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

2.6 Personnel

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

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

- (a) The Client acknowledges that Bartlett Tree Experts cannot be held responsible for the accuracy of or content of information provided by the Client or third parties acting on behalf of the Client, including but not limited to; the legal description of the property, issues of title and/or ownership of the property, software programs, property and property line locations and/or boundaries, or other pieces of information provided which are integral to the final outcome of the consulting Work.
- (b) The Client agrees to correct any errors in any such inaccurate information that it or any third party acting on its behalf, provides Bartlett Tree Experts, once the inaccuracy is known, if such information will be necessary for Bartlett Tree Experts to base its final analysis, management plans, written reports, information or recommendations on for the finalization of the Work.

2.8 Information Provided By Reliable Sources

In certain circumstances, Bartlett Tree Experts may need to engage outside reliable sources to provide specialized information, cost estimates, or opinions. Bartlett Tree Experts will make every effort to engage reputable and reliable sources, and will communicate the use of these sources to the Client if such sources are used to help determine an integral part of the Work.

2.9 Tree Locations, Maps, Sketches, and Diagrams

The Client acknowledges that Bartlett Tree Experts may use several means and methods to provide tree locations on maps, sketches, or drawings, and that the use of tree locations on maps, sketches, diagrams, and/or in pictures are intended to aid the Client in understanding the deliverables provided, and may not be to scale and should not be considered precise locations, engineering surveys, or architectural drawings.

2.10 Global Positioning Systems

The Client acknowledges that all global positioning system (GPS) devices used to locate trees, shrubs, and plant material, have some accuracy limitations, and regardless of the methodologies or software programs used to enhance the accuracy of the locations, there will always be some level of meter or sub meter locational discrepancies within any deliverable product.

2.11 Advice, Opinions, Conclusions, and Recommendations

- (a) The Client Acknowledges that all advice, opinions, conclusions, and recommendations provided represent the professional objective opinion(s) of Bartlett Tree Experts; which are in no way predetermined, or biased toward any particular outcome.
- (b) The Client acknowledges that all advice, opinions, conclusions, and recommendations provided verbally or in written format such as email, management plans, or reports will be based on the present status of the tree(s), property(s), environmental conditions, and industry standards. Any advice, opinions, conclusions, and recommendations provided do not take into account any future changes in environmental conditions or changes to current industry standards which are unknown and unforeseen at the time the Work is performed.

2.12 Tree Risk Assessments and Inventories

- (a) If the Client Agreement is specifically for Bartlett Tree Experts to provide a Level 1 Limited Visual, Level 2 Basic, or Level 3 Advanced assessment of tree risk for any tree or group of trees for the Client in accordance with industry standards, the Client understands that any risk ratings and recommendations for mitigating such risks will be based on the observed defects, conditions, and factors at the time of the tree risk assessment or inventory.
- (b) The Client acknowledges that any recommendations made to mitigate risk factors will be made in accordance with industry best practices and standards, but that the decision to implement the recommended mitigation or remove the risk factors rests solely with the Client.
- (c) The Client understands that all risk ratings used are intended to assist the Client with understanding the potential for tree or tree part failure, and are not meant to be used to declare any tree or tree part to be safe or free from any defect. As such, the Client should not infer that any tree not identified as having an

imminent or probable likelihood of failure, or not identified with a moderate, high, or extreme risk rating, or not having a condition rating of poor or dead is “safe” or will not fail in any manner.

- (d) The Client understands that it is the Client’s responsibility to ensure that the assessed tree or trees are continually inspected and reassessed periodically, or after any major weather event, in order to ensure that risk rating information is kept current, and to enter any changes to risk ratings or mitigation measures to the inventory or tracking system used by the Client.

2.13 Tree or Plant Value Appraisals

- (a) The Client acknowledges that tree appraisal is not an exact science. If the Client Agreement is for Bartlett Tree Experts to provide the Client with an appraisal estimate of cost or value, or estimated tree asset value, for specified trees or plant materials, the Client understands that those estimates will be based on a combination of visible conditions at the time of appraisal, information or pictures provided by the Client, local knowledge, information and/or cost estimates provided by local nurseries or plant wholesalers, information and/or costs provided by tree care or landscape installation and maintenance companies, industry best practices, and/or asset value software.
- (b) The Client understands that while any such appraisal will be based on one or several accepted industry methods of appraising plant material values, the appraised values provided may or may not be accepted as the final value by third parties, or decision makers in disputes over plant values, such as courts, arbitrators, insurers, or mediation efforts.

2.14 Local and Tree-Related Permits

Unless the Client Agreement states differently, the Client is responsible for obtaining and paying for all required local or tree related permits required. If the Work stated in the Client Agreement involves Bartlett Tree Experts submitting for, or assisting the Client in submitting for, any kind of local or tree-related permit, the Client understands that Bartlett Tree Experts cannot guarantee the successful outcome. If Bartlett Tree Experts submits a local or tree permit application on behalf of the Client, the Client must provide all necessary information for Bartlett to make such a submittal, and the Client will be responsible for paying for, or reimbursing Bartlett Tree Experts for, all fees and expenses related to the application process, regardless of the outcome.

2.15 Expert Witness and Testimony

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

2.16 Environmental Benefits Assessments

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

2.17 Tree and Property Hazards and Safety Issues

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

2.18 Remote Sensing and Tree Canopy Assessments

- (a) If the Work requires Bartlett Tree Experts to evaluate aerial imagery to classify land cover classes, classify random points, or create or manipulate shapefile boundaries, the Client understands that certain factors can prohibit the accuracy of the final Work product, such as; the availability of imagery, files, and shapefiles for the property or site from reliable sources, the accuracy and quality of imagery, files, or shapefiles obtained

from reliable sources or provided by the Client, the date of when the imagery, files, or shapefiles were taken or created, and the ability for a person to visually discern the difference between the pixels of aerial imagery.

- (b) If such factors inhibit the accuracy of the Work, Bartlett Tree Experts may choose to conduct visual assessments, or use other means, to verify or classify points or imagery into the required specifications. If such alternate methods are used, Bartlett Tree Experts will communicate the use of such methods to the Client in the final work product. If it is not possible or feasible to use alternative methods, then the Client acknowledges that the final work product may have some gaps in accuracy.

2.19 Use of Drones and Drone-Related Equipment

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

2.20 Decay and Wood Analysis Devices

- (a) The Client acknowledges that all decay and wood analysis devices have limitations, and the use of any such device should be used to supplement information regarding the decay or structural deficiencies within a tree(s), and not as the sole source of information.
- (b) If the Work requires the use of a decay or wood analysis device, unless the Client Agreement specifies the type of device, Bartlett Tree Experts will decide the most appropriate type of decay and/or wood analysis device to use based on the conditions present and the information needed to supplement and complete the Work.
- (c) The Client acknowledges and understands that the presence of decay or other structural weaknesses, such as air pockets, voids, cracks, burned wood, or other structural deficiencies, will more than likely lead the inspecting arborist to the same result with respect to the determination made on the overall structural integrity of the tree in question based on results from the decay and/or wood analysis device used, so the presence of any of these items in sufficient quantities will preclude the need to verify the presence of another, and in many cases it may not even be necessary for the type of device used to distinguish between the specific types of structural issues for the arborist to make a determination given all other objective evidence.

2.21 Diagnostic Services

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

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

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

2.23 Irrigation and Recycled Water Assessments

If the Work requires Bartlett Tree Experts to provide irrigation or recycled water assessments as a means of aiding the Client with their tree care needs, the assessments will be provided using the best known site conditions, the best available water quality information, or the best available water quality test results provided to Bartlett Tree Experts; however, the Client acknowledges that Bartlett Tree Experts cannot provide information on water source, delivery systems, water chemistry, water quality testing methodology, or distribution systems.

2.24 Bird, Water Fowl, and Wildlife Habitat Assessments

If the Work requires Bartlett Tree Experts to provide bird, water fowl, and wildlife habitat assessments or identifications as a means of aiding the Client with their tree care needs and wildlife considerations, the assessments will be based on known site conditions and available industry bird, waterfowl, and wildlife management information.

2.25 Endangered or Protected Species and Habitats

- (a) If the Work is for Bartlett Tree Experts to identify trees or plant materials that may be endangered or protected species, or to identify trees or plant materials that may be primary or secondary habitat for endangered or protected species, or to provide any analysis for a project that may affect any endangered species or protected species or its habitat, then Bartlett Tree Experts will base all reports and information on the existence of any known endangered or protected species and known habitats using government approved endangered or protected species or habitat information.
- (b) The Client acknowledges that Bartlett Tree Experts cannot be responsible for identifying unknown endangered species or habitats.

2.26 Wetland and Riparian Habitat Mapping

The Client understands that if the Work involves wetland or riparian habitat mapping, such maps will require the Client to provide the tree or plant species considered to be the primary or secondary habitat for the specific species of animal in question, and such maps will be limited to the species information provided as it overlays within the known designated wetland areas.

2.27 Representation Services

If the Work involves a member of Bartlett Tree Experts acting as a representative for, or decision-maker for, the Client, including but not limited to activities such as reviewing, approving or declining tree-related permits, plants, designs, or selections submitted by third parties, then the Client agrees to be the final decision-maker in the event of a third party appeal of an adverse decision or recommendation made by Bartlett Tree Experts with respect to granting or denying a tree related permit, plant, design, or selection submitted by a third party. The Client also agrees to defend Bartlett Tree Experts against any claims made by third parties regarding such decisions or recommendations, and represent the decisions and recommendations of Bartlett Tree Experts, as if such decisions or recommendations were made by the Client.

2.28 Integrated Pest Management

- (a) If the Work includes consultation for integrated pest management services, the Client understands that the final product may involve recommendations for plant health care treatments that will be tailored to meet the Client's needs for specific trees, shrubs, turf areas, or plants. In creating these recommendations, Bartlett Tree Experts will consider the Client's objectives, priorities, budgetary concerns, plant materials, site conditions, pest and disease infestation levels and the expectations of those levels, and timing issues.
- (b) The Client acknowledges that such recommendations may involve one or more inspections of specific plants to help determine insect and disease concerns, the sampling of specific plant materials or soil areas, an understanding of the cultural needs of certain plants, consideration of biological control concepts and limitations (natural and/or introduced predators), recommended improvements to physical site conditions, or the use of pesticide treatments. The integrated pest management service does not combine all possible controls and concepts for every tree, shrub, turf area, or plant, but rather it considers the most reasonable option or options for control of and mitigation of insect and disease damages to the specific trees, shrubs, turf areas or plants as designated by the Client to meet the Client's goals.
- (c) The Client understands and acknowledges that during the course of an integrated pest management program, as inspections are taking place, and treatments or other services are being performed to certain trees or shrubs, not every tree or shrub inspected will require a specific treatment or other service, and in fact, some trees or shrubs may not require any specific treatment or other service throughout the course of a

season to maintain health and vigor if the inspections show insignificant pest thresholds, and sound environmental and cultural conditions.

- (d) The Client also understands that tree, shrub, plant and turf inspections conducted during the integrated pest management program are for the purpose of determining plant health issues and, insect and disease thresholds; and are not conducted for the purposes of determining tree, shrub, plant, or turf safety.

2.29 Plant Species Selection

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

2.30 Trees and Subsidence Assessments

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

2.31 Investigation of Covenants, Easements, Constraints, or Restrictions

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

2.32 Cancellation

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

2.33 Payment

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

Article 3

TREE CONDITIONS

3.1 Cables, Braces and Tree-Support Systems

- (a) The Client acknowledges that cables, braces or tree-support systems are intended to reduce the risk associated with tree part breakage by providing supplemental support to certain areas within trees and in some cases by limiting the movement of leaders, limbs, or entire trees, and are intended to mitigate the potential damage associated with tree part breakage; but that such supplemental support systems cannot eliminate the risk of breakage or failure to trees or tree parts entirely, and future breakage and damage is still possible.
- (b) The Client acknowledges that for cables, braces or tree-support systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

3.2 Lightning Protection Systems

- (a) The Client acknowledges that lightning protection systems are intended to direct a portion of the electricity from a lightning strike down through the system into the ground, and mitigate the potential damage to the

tree from a lightning strike, but that such systems cannot prevent damage to structures, nor can such systems prevent damage to trees caused by lightning entirely.

- (b) The Client acknowledges that for lightning protection systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

3.3 Recreational Features

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

3.4 Root Pruning

In the right circumstances, root pruning is a valuable and necessary service, but it might pose a risk to the health and structural integrity of trees. To limit that risk, Bartlett Tree Experts performs root pruning to industry standards, but the Client acknowledges that the health and structural integrity of trees within the Scope of Work might nevertheless be adversely affected by any root pruning performed as part of the Work. Bartlett Tree Experts shall assist the Client in understanding the risks involved before opting for root pruning, but the Client will be responsible for deciding to proceed with root pruning.

3.5 Stumps, Stump Grinding, Tree Grates

The Client acknowledges that if any recommendations call for the removal of certain trees, that the remaining stumps may present tripping hazards, and that it is the Client's responsibility to remove any such tripping hazard, whether such hazard is created by the stump, the grindings if the stump is ground down, or any tree grates that exist.

3.6 Client Trees in Hazardous Condition

If the Client Agreement specifies that one or more trees within the Scope of Work are in hazardous condition, have an extreme, high or moderate risk rating, or should be removed for safety reasons, the Client acknowledges that removing those trees would prevent future damage from trees or tree limbs falling. If the Client requests that one or more of those trees be pruned instead of removed, the Client acknowledges that although pruning might reduce the immediate risk of limbs falling, it does not preclude the possibility of future limb, stem, or root failure. Bartlett Tree Experts is not responsible for any such future failure.

3.7 Trees in Poor Health or a Severe State of Decline

The Client acknowledges that if a tree is in poor health or in a severe state of decline, Bartlett Tree Experts cannot predict how that tree will respond to any recommended plant health care or soil care and fertilization treatment and might not be able to prevent that tree from getting worse or dying.

3.8 Trees Planted and Maintained by Other Contractors

The Client acknowledges that if trees within the Scope of Work were recently planted or are being maintained by one or more other contractors or if one or more other contractors will be watering and providing services with respect to trees within the Scope of Work, how those trees respond to treatment in the course of the Work might be unpredictable, and Bartlett Tree Experts cannot be responsible for the health of such trees or plants.

3.9 Trees with Cones and Large Seed Pods

The Client acknowledges that large tree cones or seedpods on some trees can become dislodged and fall without notice, creating a hazard to persons or property. If the Client has the type of tree on their property that produces large, heavy cones or seedpods, and the Client does not wish to remove the tree, Bartlett Tree Experts recommends that the Client marks off and restricts the area under and near the tree from pedestrian and vehicle traffic whenever possible, places a warning sign near the tree, remains aware of the

hazardous conditions the falling cones can create, and inspects the tree annually and removes any observable cones if possible in order to mitigate the potential for damage from falling cones.

3.10 Fire Damage

- (a) Regardless of the species, trees exposed to fire can suffer structural damage that goes beyond whatever external damage might be visible. Fire can cause cracking and brittleness in tree structure and integrity; it can make pre-existing defects worse; it can make roots less stable; and it can weaken the overall health of the tree, making it susceptible to disease and pest infestations. The effects of fire damage are unpredictable and difficult to determine. Bartlett Tree Experts is not responsible for any injury to persons or damage to property resulting from services performed on fire-damaged trees as part of the Work.
- (b) The Client acknowledges that if trees and shrubs on the Client's property have been exposed to fire, the Client should have qualified arborist periodically inspect trees and shrubs on the property for fire damage.

Article 4 DISPUTE RESOLUTION

4.1 Arbitration

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

4.2 Third Party Liability

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

4.3 Limitation of Liability

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

Article 5 MISCELLANEOUS

5.1 Client Responsibilities

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

5.2 Severability

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

5.3 Unrelated Court Proceedings

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

5.4 Use of Information

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

5.5 Notices

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

5.6 Amendment; Waiver

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

5.7 Conflicting Terms

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

5.8 Entire Agreement

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





Urban Forestry Services

BARTLETT CONSULTING

Divisions of The F.A. Bartlett Tree Expert Company

What We Do

We offer professional horticultural consulting on trees and woody vegetation growing in urban areas. Since 1990, originally as Urban Forestry Services, Inc., our arboricultural services have included risk assessment, inventories, appraisals, enhancement, and management recommendations for all types of urban environments. This includes street trees, park trees, private trees, or native second-growth forests that are valued for a wide range of benefits. We specialize in tree protection during development, proper soil preparation, and species selection for street tree installation. We also provide management plans for slopes and native restoration plans for disturbed environments. Urban Forestry Services | Bartlett Consulting provides a full range of urban horticultural services for the benefit of vegetation where we live, work, and play.

Our services concentrate on the specific cultural requirements for growing trees and woody plants. This includes the appropriate plant for each location, proper soils and adequate volume, maintenance, and the preservation of mature trees planted long ago.

Through our International Society of Arboriculture, American Society of Consulting Arborists, and Tree Risk Assessment Certifications, as well as other sources of expertise, we continually review information and train to offer the most practical and effective solutions to horticultural challenges.

We also appraise plants for their landscape value in cases of litigation or damage estimates. Trees in our cities have changed from being considered nice to have, to necessary for where we live, work, and play. As we work to preserve our environment, we realize there is no more critical habitat than the human habitat.

We welcome the opportunity to help meet your urban forestry needs.

Paul Hans Thompson

Urban Forestry Services | Bartlett Consulting
Managing Consultant
ASCA Registered Consulting Arborist® RCA No.509
ISA Certified Arborist® No.PN-1838A
ISA Tree Risk Assessor Qualified

Services Offered

- **SITE ANALYSIS FOR TREE RETENTION DURING DEVELOPMENT** - Inspect native forests and established landscapes with mature trees for site development to provide tree and vegetation protection specifications, enhancement techniques, and on-site construction monitoring for contract compliance. Our goal is to keep trees alive after the contractor leaves.
- **TREE RISK ASSESSMENT / TREE PRESERVATION** - Inspecting mature native and ornamental trees on managed landscapes for hazardous condition/preservation and maintenance specifications. Provide a balance of safety and aesthetics for the long term.
- **URBAN FORESTRY MANAGEMENT AND STRATEGY PLANS** - Analyzing your community forest and management resources to develop a plan for quality vegetation planting, management, and care. Put your money towards action, not more paper.
- **PACIFIC NORTHWEST FOREST GREENBELT MANAGEMENT/NATIVE RESTORATION/MITIGATION** - Evaluating greenspaces for hazards, health, diversity, aesthetics, and enhancement/management. Protecting our "Sense of Place".
- **MAINTAINED PARK AND STREET TREE INVENTORIES** - Inspecting and documenting tree populations for their conditions, follow-up replacement, maintenance, and planting specifications. Sustaining trees for safety, health, and functional benefits.
- **STREET TREE AND LANDSCAPE SPECIFICATIONS, EVALUATION, AND INSTALLATION MONITORING** - Pre- and post-landscape installation evaluation for quality, vigor, handling, and planting specification compliance. Plants should be installed right the first time.
- **APPRAISALS AND RESEARCH** - Comprehensive documentation and reports for estimating vegetation value for insurance, expert witness testimony, and depositions. Providing reasonable monetary value to long-established plants too large to replace.
- **PLANT SPECIES SELECTION AND PROCUREMENT** - Recommending, locating, and selecting the right tree, and complementary vegetation, for the right place. There are long-term advantages to installing plants that meet professional specifications.

Urban Forestry Services | Bartlett Consulting

15119 McLean Road | Mount Vernon, WA 98273

360.399.1377 | www.urbanforestryservices.com

Planning, Managing & Restoring Urban Greenspaces



Urban Forestry Services

BARTLETT CONSULTING

Divisions of The F.A. Bartlett Tree Expert Company



Education:

MSc Forestry, College of Forest and Woodland Management, University of Central Lancashire, UK 1998

Professional Registrations:

ISA Certified Arborist PN-1838A, International Society of Arboriculture, since 2000

ISA Tree Risk Assessment Qualified, International Society of Arboriculture, since 2009

Registered Consulting Arborist, American Society of Consulting Arborists, RCA 509, since 2011

PA1 & PA6A Pesticide License, National Proficiency Tests Council, National Agricultural Centre, Warwickshire, UK, since 1996

Quantified Tree Risk Assessment (QTRA)

Paul Hans Thompson, Managing Consultant

Paul has been engaged in urban forest management and arboriculture for most of his professional career. At Urban Forestry Services | Bartlett Consulting, he has worked on appraisals for litigation, tree risk assessments, veteran tree management, tree inventories, tree preservation during construction and monitoring, urban forest, and tree management plans. These services and others have been provided for non-profit organizations, public housing and schools, transit and utility projects, and commercial and private clients.

Project Experience

Urban Forestry Services | Bartlett Consulting (2011-Current)

- **Sound Transit Tree Inventory and Assessment for 8.5-mile Lynnwood Link and 8-mile Federal Way link.** Lead for field work, data entry and analysis of over 8,000 and 11,000 trees respectively.
- **Low Impact Development (LID), Washington State University:** Providing training in tree retention during development since 2010, Contributor to the latest manual for LID published by WSU.
- **City of Mount Vernon, Street Tree Inventory:** Tree inventory, infrastructure issues, risk assessment, and maintenance requirements.
- **San Juan Preservation Trust:** Appraisal following trespass and tree removal on two of the trust's sites.
- **San Juan County Parks and Recreation:** Tree risk assessment and veteran tree management plan for a new park on Lopez Island.
- **Whatcom Land Trust:** Appraisal following timber trespass.
- **Western Washington University:** Working on three separate projects involving the replacement of utilities within the campus, includes tree inventory, tree risk assessment, and providing tree protection guidelines.
- trees are protected throughout the redevelopment process.
- **Skagit Valley Community College:** Tree assessment and tree protection assessment, construction monitoring for tree protection, assessing trees and shrubs for transplant suitability.
- **Green River Community College:** Tree protection monitoring assessment.
- **City of Newcastle:** Replant monitoring, tree risk assessment, and review of arboricultural reports for city departments.
- **Sound Transit:** Tree Inventory, Evaluation, Appraisal for STN-PCR 081 Northgate, and Task #1460 for Northgate, PCR 061 Northgate, and South 200th Link extension at SeaTac airport and others.
- **King County Housing Authority:** Tree inventories, tree preservation during construction, monitoring, for five redevelopment projects.
- **Seattle Public Utilities CSO Reduction Projects:** Tree Inventory, Evaluation, Appraisal for Genesee, Seward Park, and Henderson sites.
- **Lake Washington School District:** Tree inventories, tree risk assessment, providing tree protection guidelines, monitoring tree protection during construction, and reporting for four school redevelopment projects.

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Urban Forestry Services

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Education:

MS, Forest Resources, University of Washington, 2007

BS, Biology (Ecology, Evolution, Conservation) University of Washington, 1999

Professional Certifications:

ISA Certified Arborist® #PN-6153BM, 2006

Board Certified Master Arborist®, 2015

Certified Municipal Specialist®, 2022

Tree Risk Assessment Qualified, 2007

ASCA Tree and Plant Appraisal Qualified, 2019

ASCA Consulting Academy Graduate, 2019

WSNLA ecoPRO Sustainable Landscape Professional #1006, 2013

Washington State Licensed Public Pesticide Applicator and Public Consultant, 2007-2018

Anna Marie Heckman, Senior Consultant

Anna's municipal experience brings an understanding of the policy, funding, organizational, partnership and community engagement requirements necessary to build and maintain urban forestry programs. She is an ecologist by training with a passion for trees and enjoys developing unique solutions to balance green and grey infrastructure challenges and teaching arboriculture to "anyone". Anna assists developers, planners and public works managers with tree retention and sustainable landscape development reviews, ordinance and code updates, management planning and staff training. She creates tree and vegetation mitigation plans for critical areas, conducts tree risk assessments, landscape appraisals, and provides expert witness testimony.

Project Experience

Urban Forestry Services | Bartlett Consulting, (2006-2008, 2018-Current)

- **On Call Urban Forester, City of Duvall, North Bend, and Snoqualmie**
- **Seattle City Light:** Newhalem and Diablo landscape tree inventory and invasive species mapping. Seattle north substation and Service center landscape appraisals.
- **City of Stevenson:** Street tree inventory and 5-year Management Plan
- **Northgate Mall Development:** Tree inventory and assessment for construction **Aubrey**
- **Davis Park Master Plan:** Tree and soil assessment and management recommendations for HBB, WSDOT and the City of Mercer Island.

City of Everett, Parks and Recreation, Urban Forester (2015-2018)

- **Urban Forestry Program Manager:** Built and managed team of 2 FT arborists, 4 rotating seasonal staff, 1 conservation corps team and the forestry volunteer program. Managed tree maintenance operations, and urban forest restoration program. Developed tree risk assessments, appraisals and protection plans for CIP and maintenance projects.
- **Completed Park Landscape Tree and Forest Edge Inventory and 5-year maintenance plan including:** pruning rotation, site prioritization and hazard tree assessment and storm response protocols.
- **Downtown Business District Street Tree Inventory and Management Plan King**

County Road Maintenance Division, Vegetation Manager (2011-2015)

- **Roadside hazard tree risk assessment and management:** Tree inventory, risk assessments, and contract manager for county right of ways and properties.
- **Developed Right of Way Integrated Vegetation Management Plan:** Developed procedures for mapping, monitoring, and prioritizing action with a new digitized vegetation management program.
- **Developed Invasive Knotweed Best Management Practice for ROW. Snohomish**

County Public Works, Plant Ecologist (2007-2011)

- **Riparian Projects:** Developed and managed vegetation planting, monitoring and maintenance plans for Stillaguamish Big Trees, North Meander, and other stream channel restoration projects.
- **Native Plant Nursery Production Manager:** 30,000 annual plant rotation
- **Tree Risk Assessment and Tree Protection plans for many county managed NGPAs.**

University of Washington, College of Forest Resources, (1998-2006)

- **Teaching Assistant:** Restoration Ecology, Sustainable Horticulture, Tree ID
- **Research Technician:** Dendrochronology and Tree physiology labs, Air quality and Soil chemistry field and lab instrument technician.



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Education:

PhD, Ecology, University of Nevada-Reno, 2013

MS, Biology, Eastern Michigan University, 2006

BS, Natural Resources, Cornell University, 2000

Professional Registrations:

ISA Certified Arborist® #PN-7808A - 2014

ISA Certified Tree Risk Assessment Qualified - 2016

Registered Consulting Arborist #798 - 2023

Miles Becker, Consultant

Miles has studied urban ecology and the role of trees in supporting healthy communities, wildlife, and green infrastructure. His work for residential and commercial development includes risk assessment, tree protection, permitting, appraisals, and restoration plans. Formerly an educator, conservation board member, and tree worker, Miles encourages others to discover arboriculture and urban forestry in the Pacific Northwest.

Project Experience

Urban Forestry Services | Bartlett Consulting (2019 – Current)

- **BCRA Design – Lakewood:** invasive plant management protocol for Wards Lake Park natural area.
- **David Consulting Group - Langley:** inventory and preservation priority for right-of-way trees next to infrastructure improvements.
- **David Evans and Associates – Redmond:** construction monitoring and tree preservation for construction of a shared use path.
- **HBB Landscape Architecture – Woodinville:** retention potential for trees whose roots conflict with paved roadways.
- **Island County Public Works – Orcas Island:** risk to pedestrians and cyclists from right-of-way trees with cultural significance.
- **KPFF Consulting Engineers – Kenmore:** construction impacts on trees next to road improvements.
- **Murray Franklyn – Redmond:** tree inventory and protection plan for a subdivision and development.
- **On-call Municipal Arborist:** permit review, risk assessments, and code enforcement for City of Clyde Hill, Lake Forest Park, Mount Vernon, and Stanwood.
- **Seattle Chinatown International District Preservation and Development Authority:** Landmark tree protection at the historic Pacific Hospital campus in Beacon Hill.

Skookum Tree Care, Lopez Island, Washington (2014 – 2019)

- **Consulting:** risk assessments on private and public lands.
- **Management:** owner and lead climber for tree crew.
- **Operations:** veteran tree preservation and residential tree management.

Ecological Research (2009-2013)

- **The Role of Urban Climate and Land Cover in Phenology, Nest Success, and Habitat Use:** Study of the relationship between temperatures, trees, insects, and birds in public parks.
- **Warming Temperatures and the Density of a Defoliating Insect in Boreal Forests of Northeastern China:** Preliminary research on the potential for climate change to increase pest damage to native larch forests.
- **Guild-specific responses of avian species richness to LiDAR-derived habitat heterogeneity:** Habitat management research using remote sensing of riparian woodlands.



Urban Forestry Services

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Education:

B.A., Urban Planning, with a Certificate, and Minor in GIS, WWU Huxley College of the Environment.

Professional Registrations:

ISA Certified Arborist®, #PN-8100A

International Society of Arboriculture, 2015

ISA Tree Risk Assessment Qualified, International Society of Arboriculture, 2018

Tyler P. Holladay, Consultant

Tyler is a consulting arborist who is passionate about planning as it relates to trees in the built environment. Tyler specializes in spatial analysis and cartography, tree inventories, tree risk assessments, and tree protection plans. He contributes a diverse background in horticulture and arboriculture to the UFS|BC consulting team. Prior to joining Urban Forestry Services, Tyler served as the Campus Arborist for Western Washington University. He holds a B.A. in Urban Planning and Sustainable Development, a Geographic Information Science (GIS) Certificate and Minor, and is an ISA Certified and Tree Risk Assessment Qualified (TRAQ) Arborist through the Pacific Northwest Chapter of the ISA. Through his work, Tyler is committed to furthering the pursuit of social and environmental equity by encouraging an urban forest planning and management approach that is rooted in Asset-Based Community Development principles.

Project Experience

Urban Forestry Services | Bartlett Consulting (2019 - Current)

- **Sound Transit 'East Link' Light Rail Extension:** Tree risk assessment and management for new light rail service routes.
- **City of Shoreline Roadway Corridor:** Tree inventory, risk assessment, and protection planning services for potentially impacted trees throughout the 145th Street/SR-523 corridor and interchange projects, as well as the 175th Street corridor project.
- **City of Redmond Lake Hills Interceptor:** Tree inventory, risk assessment, and protection planning services for trees throughout a roughly 5-mile stretch of underground utility improvements potentially impacting inventoried trees.
- **Northwest Washington Urban Development Projects:** Tree inventories, risk assessments, protection planning, restoration planning, and permitting assistance for a variety of development projects ranging in scale from small single-family residential remodels to large multi-story high-density commercial developments.
- **Seattle Department of Transportation and King County Metro Rapid Ride Infrastructure Improvements:** Tree inventory, risk assessment, and protection planning services for trees throughout South Seattle and Burien potentially impacted by Rapid Ride station improvements.
- **Western Washington University Alma Clark Glass Hall:** Tree inventory, risk assessment, protection planning, and monitoring services for trees throughout the new residence hall site.
- **LifeBridge Development, Kirkland:** Tree inventory, risk assessment, protection planning, and monitoring services for trees throughout a multistory, five-building, 562-home housing, and recreational center development project.



Urban Forestry Services

BARTLETT CONSULTING

Divisions of The F.A. Bartlett Tree Expert Company



Education:

BA, Geography, California State University Stanislaus, 2008

Professional Certifications:

ISA Certified Arborist®, 2018

ISA Certified Utility Specialist, 2020

ISA Tree Risk Assessment Qualified, 2022

Josh Hollinger, Field Consulting Arborist

Josh's experience in utility vegetation management brings an ability to meet and balance multiple stakeholder objectives. Having practiced arboriculture in several regions Josh has integrated the unique views of the colleagues he has worked with. At Urban Forestry Services | Bartlett Consulting Josh focuses on risk assessments and inventories and is broadening his knowledge base to include plant health care and GIS services.

Project Experience

Urban Forestry Services | Bartlett Consulting (2022 - Current)

- **Environmental Works, HASCO Cedar Avenue Apartments:** Assessed viability of trees whose root systems were impacted by construction activities.
- **Carmel Partners, Overlake Square Development:** Inventoried trees that would be impacted by construction activities.
- **McKees Beach HOA Risk Assessment:** Inventoried and assessed the risk of trees on HOA property in McKee's Beach HOA.

CNUC – Consulting Utility Forester (2021-2022)

- **Public Service Company of New Mexico:** Tree inventory, risk assessments, and management of trees within utility right of way. Responded to public inquiries regarding trees near power lines. Coordinated vegetation work with client contractors and stakeholders.

ACRT Pacific -Consulting Utility Forester (2014-2020)

- **Pacific Gas and Electric:** Tree inventory, risk assessments, and management of trees within utility right of way. Coordinated vegetation work with client contractors and stakeholders.
- **Orientation instructor:** lead classes covering tree identification, risk assessment, and fieldwork safety.
- Participated in a leadership program in 2016.



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Education:

B.S. Outdoor Resource Management, School of Forestry, Southern Illinois University, IL 1973

M.S. Outdoor Resource Management, School of Forestry, Southern Illinois University, IL 1978

Professional Registrations:

ISA Certified Arborist, International Society of Arboriculture, since 1991

Registered Consulting Arborist, American Society of Consulting Arborists, since 1997

James M. Barborinas, Senior Consultant (Semi-Retired)

Jim founded Urban Forestry Services, Inc. in 1990 and developed it to become a well-respected leader in urban forestry and horticultural consulting in the Pacific Northwest. He has worked throughout the Puget Sound Region with large and small communities, landscape architects, engineers, developers, housing authorities, school districts, and private citizens on many urban forest and arboriculture issues. The Urban Forestry Services consulting team became a part of the Bartlett Tree Experts Consulting Division in 2019, bringing expanded resources and service opportunities to the practice and its clients.

Over his career, Jim has provided tree evaluations, tree protection specifications, landscape plan reviews, plant selection, appraisals, and monitoring for contract compliance for mature and new landscape trees project sites throughout the Puget Sound. With his extensive nursery experience growing quality street trees, he has brought added expertise to projects involving the planning, design, implementation, and operation of tree nursery-growing operations as well as street tree plantings.

Jim has a long history of fund raising and involvement in the TREE Fund, a not-for-profit organization that raises money for tree research. In fact, he and his wife Annie were one of the lead donors to fund an endowment in perpetuity for a semi-annual grant for tree growing and transplanting research through the TREE Fund. He has also served on the PNW International Society of Arboriculture Board and has presented at several conferences and workshops.

Arboricultural and Tree Growing Consultation

Jim has long emphasized the importance of quality nursery stock for tree form and root structure, improved tree species selection for urban areas, and the importance of planting soil volume and quality. The need for which led to the creation of Urban Forest Nursery, Inc. in 1995. In addition to consulting, Jim, and his wife, Annie, own and operate this 32-acre wholesale tree nursery in the Skagit Valley, specializing in growing high-quality street and landscape trees, including over 180 cultivars.



The knowledge and experience of growing hundreds of old and new varieties provide Jim with valuable information when selecting, planting, and maintaining these trees in the landscape. Because of this connection to our consulting business, UFS|BC can provide some of the most specific and qualified information on new and old tree varieties for the landscape industry.

In his role as semi-retired consultant, Jim continues to provide project support and mentoring for the consulting office.

Urban Forestry Services | Bartlett Consulting

15119 McLean Road | Mount Vernon, WA 98273

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Planning, Managing & Restoring Urban Greenspaces



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Pauline Schweigert, Administrative Assistant

Pauline Schweigert joined the Mount Vernon team as an Administrative Assistant/Bookkeeper in 2022. Her background has been mostly in bookkeeping.

Previously employed with Samish Indian Nation, A & A Partnerships, and McChord/Fort Lewis Base.

Pauline was born and raised in Rhode Island and has also resided in Massachusetts and Northern California, before making western Washington her home for the past 40 years.



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Education:

Shiloh University, 2017
Skagit Valley College, 2013
Everett Community College, 1997

Nikki Mariano, Administrative Assistant

Nikki joined the Mount Vernon team as an Administrative Assistant in 2022.

Nikki's administrative experience brings a passion toward creating a collaborative environment, building strong relationships with clients and co-workers. She has a commitment to excellence and professionalism with a constant mindset toward growth and improvement.

Nikki's role at UFS | BC is acting as a liaison, supporting, and coordinating administrative efforts between clients and our consultancy team.

In previous experiences, Nikki has worked as an Onboarding Specialist with a nation-wide healthcare company, a Client Specialist for one of the nation's fastest growing tech companies, and a branch admin for a national comm-data supplier, to name of few.