

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
("On Call Services")**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Amendment") is made and entered into, effective as of the date set forth on the City's signature page ("**Effective Date**"), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "**City**") and **THE DAVEY TREE EXPERT COMPANY**, an Ohio corporation, whose address is P.O. Box 94532, Cleveland, Ohio 44101-4532 (the "**Consultant**"), both of which may be individually referred to herein as a "Party" or jointly as the "Parties."

RECITALS

WHEREAS, the Parties entered into an Agreement on October 8, 2013, as amended November 12, 2014 (Contract Control Number PARKS-201312305) (the "Agreement");

WHEREAS, the Parties desire to amend the Agreement to increase compensation and to modify the Scope of Work attached as Exhibit A; and

In consideration of the mutual agreements contained in this Amendment, and subject to the terms and conditions stated in the Agreement, the Parties agree as follows:

A. That Sub-section 1.(A) of the Agreement is amended to read as follows:

"1. WORK TO BE PERFORMED:

A. Tree Inventory Services: The Consultant shall diligently and professionally perform, as assigned and on an "on-call" or "as needed" basis, the tree inventory services and produce all the deliverables described in the **Scope of Work and Technical Services** attached hereto as **Exhibit A** as revised by this Amendment, which is incorporated herein by this reference (the "**Services**"). As prescribed in issued and executed Work Orders and Work Order Changes, the Consultant shall promptly initiate and complete the specifically assigned Services during the specified time periods ("**Assigned Services**"). The Consultant shall faithfully perform the Assigned Services required under this Agreement in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the Services described in this Agreement. Any professional services specified under this Agreement which requires the employment of licensed or registered personnel shall be performed by licensed or registered personnel."

B. That Sub-section 3.A. of the Agreement is amended to read as follows:

“**3. COMPENSATION AND PAYMENT:**

A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Consultant shall in no event exceed the sum of Five Hundred Ninety-Nine Thousand Dollars (\$599,000.00), unless this Maximum Contract Amount is increased by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the Consultant that Work Orders with Assigned Services Amounts totaling or approximating the Maximum Contract Amount will be issued to or executed with the Consultant. Issued Work Orders or Work Order Changes shall not, individually or cumulatively, authorize the performance of Assigned Services for which the Assigned Services Amount(s) exceed the Maximum Contract Amount. It shall be the responsibility of the Consultant to verify that the total Assigned Services Amount(s) do not exceed the Maximum Contract Amount of this Agreement.”

C. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

[Remainder of Page Deliberately Left Blank. Signature Blocks Start on Next Page.]

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PARKS-201312305-02

Contractor Name: THE DAVEY TREE EXPERT COMPANY

By: 

Name: Jack McCabe
(please print)

Title: Vice President of DRG Utility Operations
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



SECTION A: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

A.1 SCOPE OF WORK:

With guidance from City Forestry and/or Golf staff, Consultant shall inventory public trees in designated areas. The City shall provide a GIS database structure to be populated by the Consultant. The locations for inventory will be based on need, priority, and funding, as determined by City Forestry and/or Golf staff. For Tree Inventory Areas, refer to Section A. 3.

A.1.a The tree coordinate information and tree attributes collected shall include:

- GPS Coordinate information
 - Collection Method: Davey Resource Group recognizes that accuracy and efficiency are necessary features of the data collection process and will remain a priority in determining tree locations and planting sites. DRG is capable of locating data points with either sub-foot or sub-meter GPS accuracy, and has the ability to utilize a combination of GPS and GIS technologies for equally accurate results with increased efficiency. While Denver has identified sub-meter GPS as the preferred method and minimum level of accuracy, DRG will give the city and county the option to consider the improved efficiency and cost savings associated with the alternate combined method of GPS and GIS technologies.
 - Projection: DRG will collect all spatial data referencing NAD83 (HARN) based, Colorado State Plane North coordinate system.
 - Format: All data will be delivered in the format, or multiple formats, preferred by City and County of Denver.
 - Accuracy: Davey Resource Group will provide City and County of Denver with coordinates that demonstrate sub-meter accuracy.
- Tree ID (unique identifier generated for each tree)
- Tree Genus and Species (including the Latin name)
 - There will not be an expectation of identifying cultivar or variety
 - Points shall be generated for existing stumps and noted in this attribute as "stump"
- Trunk Diameter Size Class at 4.5 feet Class Range
 - 0-6", 6-12", 12-18", 18-24", 24-30", 30-36", 36-42", 42-48", or 48"+
- Condition Rating
 - Recommend using table 4.3 in the Council of Tree and Landscape Appraisers Guide for Plant Appraisal 9th Edition
 - Excellent = 90-100%
 - Good = 80-90%
 - Fair = 60-80%
 - Poor = 50-60%

- Very Poor = 30-50%
 - Dead = 0-30%
- Entry of Tree Risk Assessment Identification Tag Number
 - Trees may have silver metal tag on the north side of the trunk base; this number needs to be recorded.
- Target Class
 - Rating of existing targets within failure zone of tree
 - Definition of target ratings from Colorado Tree Coalition Defective Evaluation Form
 - Low, Medium, High or Very High

A.1.b Three- Tiered Data Collection Method

A three tiered data collection method will be used for this project. This method will include: GPS technology, map data on a handheld computer, and the experienced arborist's field judgment. A pen table computer is loaded with ArcPad™ and connected to a Bluetooth GPS unit, enabling functionality between GIS basemap data, GPS location technology, and Davey's tree / site attribute collection program.

A.1.c Reference Material Available:

- GIS base layers that include 2006 Tree Canopy Layer, Street Centerlines, Park / Golf Course Boundaries, Aerial Photos, Parcels etc. are available on City Website for download as needed (www.data.denvergov.org).
- Copies of the Guide for Plant Appraisal Condition ratings, and the Colorado Tree Coalition Defective Evaluation Forms are available as needed. Copies may be provided upon request.

A.1.d Following Award of Contract:

Consultant shall submit to City Forester and Golf Superintendent a separate written schedule and systematic approach to inventorying the City trees and Golf trees based upon priorities and the Inventory Areas assigned by the City Forester representative and/or Golf Superintendent.

A.1.e Meetings:

The Consultant shall include in their proposal bi-monthly meetings and shall include Consultant's Project Manager at a minimum, along with knowledgeable team members as well as staff from City Forester's Office, Parks Planning GIS section, and others as needed.

The Consultant shall prepare and submit a written agenda for each meeting at least three business days prior and draft and submit meeting minutes within three business days following each scheduled meeting.

A.1.f Schedule:

The Contractor shall work with City Forestry and/or Denver Golf to develop a work plan that has the ability to complete inventories for all areas assigned prior to the end of each contract year.

A.1.g Golf Course Requirements:

The Contractor shall have access to golf courses from sunup to sundown; however the Contractor will be required to wear a hard hat and be accompanied by a Denver Golf representative while on the courses.

Denver Golf will agree that the Contractor’s employees may work evening hours and without being accompanied by a Denver Golf representative so long as the Contractor sends out the same employee(s) to the golf course and that those employees spend at least one hour with Denver Golf staff on how to safely conduct themselves on the golf course and how to work around customers. If there are customer complaints or safety concerns regarding Contractor employees, Denver Golf reserves the right to require Contractor employees be accompanied by a Denver Golf representative at all times and only during Denver Golf maintenance operating hours.

If a Denver Golf representative must be present, Denver Golf requires two business days’ notice to allocate staff.

Golf is interested in inventorying only the trees that are “in-play” areas, not trees that are in the conservation areas. Most of the conservation areas have either few trees or are along rivers and lakes. Refer to Attachment B in Section E for maps of the Golf Courses. The conservation areas are shaded out.

A.1.h Park / Golf Course Access:

The Contractor may not operate a vehicle on any surface not properly designated as a driving surface.

A.1.i Deliverables:

Upon completion of each designated area or golf course, the Consultant shall provide to Parks the updated GIS information for that area or golf course.

A.2 TREE INVENTORY AREAS:

Each year, one or more designated Inventory Group Areas (listed below) from Parks and/or Golf will be selected for service. The order of the groups listed here does not necessarily indicate the order in which they will be worked. The City reserves the right to add additional Inventory Group Areas throughout the term of the agreement.

A.2.a Inventory Group Area 1

- All Ordinance Designated Parkways
 - East Alameda Avenue; Steele Street to Quebec Street
 - Steele to Colorado; median
 - Colorado to Quebec; property - median
 - Monaco to Galena; property – median *and some business areas
 - Berkeley Cutoff; West 46th Avenue at Yates Street to Sheridan Boulevard

- W. Grove St to Sheridan property
 - After Tennyson; North side only
- Bonnie Brae Boulevard; University Boulevard at Exposition to Mississippi Avenue at Steele
 - University to Steele; property
- Buchtel Boulevard; Clarkson Street to Colorado Boulevard; Logan to Monroe
 - Logan to Monroe; property and median
- City Park Esplanade; Colfax to East 17th Avenue
 - Whole property to 20' inside fence
 - Esplanade to school; north side (row of locusts)
- Cherry Creek Drive (north and south sides); University Boulevard to Quebec Street
 - South side; Colorado to University; creek side
 - Steele St; CCD north to 1st Ave; median
- Clermont Street Parkway; East 3rd Avenue to East 6th Avenue
 - Property-median
- Colorado Boulevard; South city limits to Dartmouth Avenue; Valley Highway to 44th Avenue
 - 1st to Colfax; median
 - Colfax north to City limits; median
 - Dartmouth Ave & Cornell; property and east median
- Downing Street Parkway; East 3rd Avenue to East Bayaud Avenue; Bayaud to Speer; 3rd Ave to Speer
 - Bayaud to Speer; property – median
 - 3rd to Speer; property – median West side only (east is H/O's)
- Federal Boulevard; South city limits to 25th Avenue; 26th Avenue to north city limits
 - 23rd north to City limits; property – median
- Forest Street Parkway; East 17th Avenue to Montview Boulevard
 - 17th to Montview; property – median
- Hale Parkway; East 12th Avenue; Colorado Boulevard to East 8th Avenue at Grape Street
 - Albion to 8th and Glencoe; median
- South Irving Street Parkway; West Evans Avenue to West Jewell Ave
 - Evans to Jewell; median
- Josephine Street; Cherry Creek to 2nd Avenue

- Property
- Monaco Street Parkway; East 40th Avenue to Quincy Avenue; except that portion of the west side of Monaco Street Parkway between the Highline Canal and Hampden Avenue in Arapahoe County
 - Monaco to Leetsdale; median
 - Evans to Monaco; median
 - 38th to Leetsdale; property-median
- South Marion Street Parkway; East Bayaud Avenue at Downing; Marion Street to East Virginia
 - Property – median
- Montview Boulevard; Colorado Boulevard to Syracuse Street
 - Monaco to Syracuse; property
- Park Avenue; East Colfax to East 20th Avenue
 - Property and islands
- Richthofen Place Parkway; Monaco Parkway to Oneida Street
 - Property- median and triangle park
- Speer Boulevard (north and south to Cherry Creek); Federal Boulevard to Downing Street
 - Southbound: Zuni to Auraria; property/median
 - Auraria to 11th; median
 - 11th to University; median
 - Northbound: University to Auraria; median/triangles
 - Auraria to Zuni; property/median
- University Boulevard; South city limits to Yale Avenue; Iowa Avenue to 6th Avenue
 - 1st to Evans; property – median
 - Yale to City limits; West side
- Williams, 3rd Avenue Parkways, and Country Club Islands; Williams Street: from East 8th Avenue to East 4th Avenue
 - Williams Street: from East 8th Avenue to East 4th Avenue;
 - Property to turn, then north side only
 - Fourth Avenue: from Williams Street to Gilpin Street
 - North side
 - Gilpin Street: from East 4th Avenue to East 3rd Avenue
 - Islands

- 3rd Avenue: from Gilpin Street to Downing Street
 - Property
- Downing Street: from East 3rd Avenue to Speer Boulevard
 - West side/island
- Franklin Street: 1st to 4th Avenue
 - Islands and property sides
- Gilpin Street: 1st to 4th Avenue
 - Islands and property sides
- High Street: 1st to 4th Avenue
 - Islands and property sides
- Country Club Islands
 - Islands
- East 1st Avenue; Downing Street to University Boulevard
 - Lafayette to University; median
- East 3rd Avenue Parkway; Colorado Boulevard to Clermont Street
 - Gilpin to Downing; property
 - Colorado to Clermont; property
- East 6th Avenue Parkway; Colorado Boulevard to Quebec Street
 - property-median
- East 7th Avenue Parkway; Williams Street to Colorado Boulevard
 - Williams to Colorado; property (double row) and median
- West 14th Avenue Parkway; Bannock Street to Broadway
 - Property
- East 17th Avenue Parkway; Colorado Boulevard to Monaco Parkway
 - Colorado to Monaco; property-median
- East 26th Avenue Parkway; York Street to Colorado Boulevard
 - Colorado to York
- East 32nd Avenue Parkway; Elizabeth Street to Quebec Street
 - Median
- West 46th Avenue; Grove Street to Sheridan Boulevard
 - Federal to Sheridan; property up to Tennyson

A.2.b Inventory Group Area 2

- Washington Park
- City Park
- Ruby Hill
- Civic Center

A.2.c Inventory Group Area 3

- Commons Park
- Cheesman / Congress
- Berkeley Lake Park
- Rocky Mountain Lake Park
- Sloans Lake

A.2.d Inventory Group Area 4

- Sunken Gardens
- Alamo Placita/ Hungarian Freedom
- Observatory
- Mestizo-Curtis
- Observatory

A.2.e Inventory Group Area 5

- Jefferson
- Crestmoor
- Montclair

A.2.f Inventory Group Area 6

- Stapleton Central / Greenway / Fred Thomas
- Great Lawn / Jackie Robinson Fields / Lowry Sports Complex / Bayaud Park
- Garland / Cook Park
- Bear Valley / Bear Creek
- Viking
- Highland

A.2.g Inventory Group Area 7

- McDonough
- Houston Lake
- Schafer
- Dunham
- Swansea
- Montbello Central

A.2.h Inventory Group Area 8 - Golf

- Wellshire Golf Course
- Overland Golf Course

A.2.i Inventory Group Area 9 - Golf

- Kennedy Golf Course
- Harvard Golf Course

A.2.j Inventory Group Area 10 - Golf

- City Park Golf Course
- Willis Case Golf Course

A.2.k Inventory Group Area 11 - Golf

- Evergreen Golf Course

A.2.l Individual Areas as Determined

- For small individual areas that may be identified throughout the term of the agreement.
- Stapleton Neighborhood Street Trees
- Select Highline Canal Trees

A.3 WORK ORDERS

The City shall issue a Work Order specifying the designated areas to be inventoried. The Work Order pricing will be set forth by a schedule pursuant to the on-call contract.

If additions, deletions, or other modifications to the scope of work is required or desired by the City on a particular project authorized by Work Order, a Work Order Change will be issued based on pricing prepared pursuant to the on-call contract and under the terms and conditions for issuance of a Change Order under the on-call contract. The Work Order Change will identify any increase or decrease in the cost, change in the period of performance and any other modifications to the performance requirements for that particular Work Order.

Following the course of the work on each Work Order, the Contractor shall submit a pay application. The City shall issue payments for work completed in accordance with the terms and conditions of the on-call contract.

A.4 PRICING

Price to inventory each tree is \$3.42.

A.5 STAFFING

Staff conducting work under this contract must be the staff outlined in the proposal submitted to the City June 7, 2013. Any deviations from the listed staff must receive approval from the city no less than 5 days prior to the staff change being made.

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