

Tree Work Proposal



9530 Elder Creek Road, Sacramento, CA 95829 P.916.231.8733

DATE: 05/16/2017

RE: Tree Work Proposal – from Arborist Report 4/1/17
Nepenthe Association
Sacramento

This Proposal is to provide labor and material as stated below. All tree work is in accordance with ANSI A300 standards and the scope of work referenced in Addendum #1.

Description of Work:

Tree Species	Location	Qty	Service Description	Price
Valley Oak (Quercus lobata)	Zone 1 No Tag	1	Structural pruning to encourage proper development	\$75.00
Red Maple (Acer rubrum)	Zone 1 No Tag	1	Structural pruning to encourage proper development	\$75.00
Chinese Pistache (Pistacia chinensis)	Zone 1 #258	1	Weight reduction pruning on the pistache and minor “tipping” back on the camphor tree.	\$720.00
Camphor (Cinnamomum camphora)	#273	1		
Willow Oak (Quercus phellos)	Zone 1 #237	1	Weight reduction on heavy portions of canopy	\$720.00
Pine (Pinus)	Zone 1 #231	1	Safari Drench to manage beetle (By TurfPro)	\$400.00
Dogwood (Cornus florida)	Zone 2 #2257	1	Structural pruning to encourage proper development	\$75.00
Hawthorne (Crataegus laevigata)	Zone 6 #1752	1	Structural pruning to encourage proper development	\$75.00
Silver maple (Acer saccharinum)	Zone 7 #2201	1	Pruning to remove mistletoe and deadwood	\$960.00
Redwood (Sequoia sempervirens)	Zone 7 #2190	1	Prune to reduce height of the smaller co-dominant top	\$960.00
Pear (Pyrus calleryana)	Zone 7 #2051	1	Structural pruning to encourage proper development	\$150.00
Redwood (Sequoia sempervirens)	Zone 7 #2184	1	Prune to reduce height of the smaller co-dominant top	\$960.00
Redwood (Sequoia sempervirens)	Zone 7 #2161	1	Prune to reduce height of the smaller co-dominant top	\$960.00
CONTRACT PRICE				\$10,690.00

NOTES

1. Upon Approval Addendum #1 is incorporated and an enforceable part of this proposal.
2. This proposal may be withdrawn by us if not accepted within 30 days.
3. The Grove is not responsible for damage done to sprinklers, water pipes, electrical or any other underground service connections. All repair issues will be immediately relayed to the client/owner. Any repairs deemed necessary can be contracted separately and will be billed on a time and materials basis.

Client/Owner: _____



TERMS AND CONDITIONS:

Net due upon 30 days. A finance charge of 1.5% per month will be added to the unpaid balance after 30 days. In the event legal action is taken to collect on a past due account, the debtor agrees to pay all collection costs including interest, attorney's fees and court costs. Any alteration or deviation from the above involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be in writing. The Grove Total Tree Care is not to be held liable for damage to irrigation when grinding stumps. Our workers are fully covered by Worker's Compensation and our firm covered by liability insurance.

CONTRACTOR:

Vendor:

The Grove
A division of Carson Landscape Industries
9530 Elder Creek Road, Sacramento, CA 95829
Contractor's License #470283
Ph: (916) 231-8733 * Fax: (916) 856-5410
Email: pdubois@thegrovetotaltreecare.com

CLIENT/OWNER:

Client:

The Nepenthe Association
Bettsi Ledesma
1131 Commons Dr.
Sacramento, CA 95825
Phone: (916) 929-8380
Email: Bettsi.Ledesma@fsresidential.com

By: Paul Dubois
Name: Paul Dubois
Title: Account Manager/Arborist
Date: 05/16/2017

By: _____
Name: _____
Title: _____
Date: _____

Client/Owner: _____



Addendum 1

General Terms and Conditions

Scope of Work: All contracted services performed by The Grove are in accordance with the “Practical Specifications for Contract Tree Management,” through the American National Standards Institute and all pruning conforms to ANSI A300 guidelines. The Grove conducts all work in compliance with ISA ANSI Z133 Standards, OSHA and all state and local regulations. Contracted tree care work includes removal of all resultant debris and job site cleanup.

Payment & Invoicing: Work will be invoiced in full upon completion. Payment is due 10 days from date of invoice. A finance charge of 1.5% per month will be added to the unpaid balance after 30 days. In the event legal action is taken to collect on a past due account, the debtor agrees to pay all collection costs including interest, attorney’s fees, and court costs.

Change Orders & Additional Work: Any alteration or deviation to this proposal involving extra cost of material and/or labor will only be executed upon written and signed orders for same, and will become an extra charge over the sum mentioned in this contract. The order must describe the scope encompassed by the change order, the amount to be added or subtracted from the contract and the effect the order will have on the schedule of progress payments, if applicable. Failure to obtain a signed Change Order does not preclude the recovery by Contractor of compensation for work performed based upon quasi contract, quantum merit, restitution or other similar legal or equitable remedies.

Tree & Stump Removal/Grinding: Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to, concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump is completed 8-12 inches below surface grade at an additional charge to the Client/Owner.

Scheduling of Work: This proposal is null and void if the jobsite conditions materially change from the time of approval of this proposal to the time work starts, such that the job costs are adversely changed. Scheduling of work is dependent on weather conditions and workloads.

Permits, Fees & Assessments: Unless otherwise agreed to in writing by both parties, the owner assumes full responsibility to obtain and pay for all necessary permits, fees, property taxes, and assessments.

Disclaimer: This proposal for tree care services was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. Visual inspection is reflected solely in bid provided. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. The work performed by The Grove is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein cannot guarantee exact results.

Liability: The Grove is not responsible for damage done to sprinklers or underground utilities such as, but not limited to, cable, water, gas and electrical. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. The Grove will repair damaged irrigation lines at the Client/Owner’s expense and approval. Any illegal trespass claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.

Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%), or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Commercial General Liability Insurance: Contractor carries commercial general liability insurance written by Golden Eagle Insurance. You may call John O. Bronson Company at 916-480-4150 to verify our coverage.

Worker’s Compensation Insurance: Contractor carries worker’s compensation insurance for all employees.

Attorney’s Fees: In the event that litigation is commenced to interpret or enforce any of the rights or obligations under this Agreement, the prevailing party shall be entitled to recover his attorney’s fees and litigation expenses incurred as a result of the litigation. Said attorney’s fees and expenses shall be fixed by the court or arbitrator.

Cancellation: Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

Client/Owner: _____