



Client	Service Location	9/29/2022
Kensington Police Protection & Comm Marti Brown 217 Arlington Ave Kensington, CA 94707-1401	Kensington Park Attn Marti Brown 59 Arlington Ave Kensington, CA 94707-1037 Mobile: (707) 704-2688 Email: mbrown@kppcsd.org	Proposal #: 20023065-1664475286 Account #: 7836012 Ship To #: 7836836 Mobile: (707) 704-2688 Email: mbrown@kppcsd.org

**CONTRACT FOR MATERIALS AND SERVICES**

YOU ARE ENTITLED TO A COMPLETED COPY OF THIS CONTRACT, SIGNED BY BOTH YOU AND US (THE CONTRACTOR), BEFORE ANY WORK MAY BE STARTED

Tree Care	Service Period	Price	Tax	Total
<input type="checkbox"/> Tree Removal PRIORITY #1 Monterey Pine (near school with basal decay) -Remove to grade. *Leave wood on site*	October	\$1,680.00		\$1,680.00
<input type="checkbox"/> Tree Removal PRIORITY #2 Monterey Pine (2 dead near school) -Remove to grade.	October	\$9,000.00		\$9,000.00
<input type="checkbox"/> Tree Removal PRIORITY #3 Acacia (2), Redwood (dead in lower area adjacent to houses), Monterey Pine (dead) -Remove to grade. -Leave wood on site, broadcast chips.	October	\$5,040.00		\$5,040.00
<input type="checkbox"/> Tree Removal Monterey Pine (4 along road towards school) -Remove to grade. *Broadcast chips on site, leave logs*	October	\$37,720.00		\$37,720.00
<input type="checkbox"/> Tree Removal Monterey Pine (Co-dominant leaders over school) -Remove to grade.	October	\$7,680.00		\$7,680.00
*Priority rank does not guarantee or predict risk of any trees on site*				
*Cost reflects prevailing wage- Maintenance Rates*				
<b>Total of All Services</b>		<b>\$61,120.00</b>	<b>\$0.00</b>	<b>\$61,120.00</b>

Yes, please schedule the services marked above.



The Davey Tree Expert Company  
 2617 S. Vasco Road  
 Livermore, CA 94550  
 Phone: (925) 855-9974 Fax: (925) 855-9973  
 Email: Joe.Berg@davey.com  
 CA Contractor Lic 694001



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\$ \_\_\_\_\_ Deposit Required / \$ \_\_\_\_\_ Deposit Received

**Deposit cannot exceed 10% or \$1,000, whichever is less.**

Upon completion of work, please charge balance to credit card \_\_\_Yes \_\_\_No

Deposit payment options we accept are check or credit card

**To pay by check mail to**

**To pay by credit card call**

The Davey Tree Expert Company  
 2617 S. Vasco Road  
 Livermore, CA 94550



**ACCEPTANCE OF PROPOSAL:**The above prices and conditions are hereby accepted. You are authorized to do this work as specified. I am familiar with and agree to the terms and conditions appended to this form. All deletions have been noted. I understand that once accepted, this proposal constitutes a binding contract. This proposal may be withdrawn if not accepted within 30 days.

**My signature below signifies my understanding that the contractor has given me "Notice of a Three-Day Right to Cancel".**

*Joseph Berg*

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Joseph Berg  
ISA Certified Arborist WE-8057A

Authorization

Date

## Client Guarantee

We use quality products that are administered by trained personnel. We guarantee to deliver what we have contracted to deliver. If we do not, we will work with you until you are satisfied, or you will not be charged for the disputed item. Our Client Care Guarantee demonstrates our commitment to creating lifelong client relationships.

## Tree Care

**PRUNING:** Performed by trained arborists using industry and Tree Care Industry Association (TCIA) approved methods.

**TREE REMOVAL:** Removal to within 6" of ground level and cleanup of debris.

**STUMP REMOVAL:** Mechanical grinding of the visible tree stump to at or just below ground level. Stump area will be backfilled with stump chips and a mound of remaining chips will be left on site unless otherwise stated in the contract. Chip removal, grading and soil backfill are available.

**CLEAN-UP:** Logs, brush, and leaves, and twigs large enough to rake are removed. Sawdust and other small debris will not be removed.

**CABLING/BRACING:** Cabling and bracing of trees is intended to reduce damage potential. It does not permanently remedy structural weaknesses, is not a guarantee against failure and requires periodic inspection.

## Tree and Shrub Fertilization/SoilCare

Your arborist will assess your property's overall soil conditions either through physical assessment or through soil testing and will recommend a soil management program to help the soil become a better medium to enable healthy plants to thrive or unhealthy plants to regain their vitality. SoilCare programs will include fertilizers, organic humates, fish emulsions and other organic soil conditioners.

Our advanced formula, Arbor Green PRO, works with nature to fertilize without burning delicate roots, building stronger root systems and healthier foliage. It contains no chlorides or nitrates. It is hydraulically injected into the root zone and the nutrients are gradually released over time. Research and experience shows the dramatic benefits Arbor Green PRO provides: greater resistance to insects and diseases, greater tolerance to drought stress, increased vitality, and healthier foliage.

## Tree and Shrub Plant Health Care

**PRESCRIPTION PEST MANAGEMENT:** Customized treatments to manage disease and insect problems specific to plant variety and area conditions. Due to the short term residual of available pesticides, repeat applications may be required.

**INSECT MANAGEMENT:** Inspection and treatment visits are scheduled at the proper time to achieve management of destructive pests. Pesticides are applied to label specifications.

**DISEASE MANAGEMENT:** Specific treatments designed to manage particular disease problems. Whether preventative or curative, the material used, the plant variety being treated, and the environmental conditions all dictate what treatment is needed.

EPA approved materials will be applied in accordance with State and Federal regulations.

## Other Terms and Contract Conditions

**INSURANCE:** Our employees are covered by Worker's Compensation. The company is insured for personal injury and property damage liability. Proof of insurance can be verified by requesting a copy of our Certificate of Insurance.

**WORKING WITH LIVING THINGS:** As trees and other plant life are living, changing organisms affected by factors beyond our control, no guarantee on tree, plant or general landscape safety, health or condition is expressed or implied and is disclaimed in this contract unless that guarantee is specifically stated in writing by the company. Arborists cannot detect or anticipate every condition or event that could possibly lead to the structural failure of a tree or guarantee that a tree will be healthy or safe under all circumstances. Trees can be managed but not controlled. When elevated risk conditions in trees are observed and identified by our representatives and a contract has been signed to proceed with the remedial work we have recommended, we will make a reasonable effort to proceed with the job promptly. However, we will not assume liability for any accident, damage or injury that may occur on the ground or to any other object or structure prior to us beginning the work. Site inspections do not include internal or structural considerations unless so noted. Unless otherwise specified, tree assessment will not include investigations to determine a tree's structural integrity or stability. We may recommend a Risk Assessment be conducted for an additional charge.

**TREE CARE STANDARDS:** All work is to be performed in accordance with current American National Standards Institute (ANSI) Standard Practices for Tree Care Operations.

**OWNERSHIP OF TREES/PROPERTY:** Acceptance constitutes a representation and warranty that the trees and property referenced in this quote are either owned by the signee or that written permission has been received to work on trees which are not on the signee's property.

**TIME & MATERIAL (T&M):** Jobs performed on a T&M basis will be billed for the time on the job (not including lunch break), travel to and from the job, and materials used.

**BILLING & SALES TAX:** All amounts deposited with us will either be credited to your account or applied against any amounts currently due. Our invoices are due net 30 days from invoice date. Services may be delayed or cancelled due to outstanding account balances. Sales tax will be added as per local jurisdiction.

Clients claiming any tax exempt status must submit a copy of their official exempt status form including their exemption number in order to waive the sales or capital improvement tax.

**PAYMENT:** We accept checks and credit cards. Credit card payments may be made online at our web site. Paying by check authorizes us to send the information from your check to your bank for payment.

**UNDERGROUND PROPERTY:** We are not responsible for any underground property unless we have been informed by you or the appropriate underground location agency.

**SCHEDULING:** Job scheduling is dependent upon weather conditions and work loads.

## California Specific Notices

**INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD ("CSLB"):** The Davey Tree Expert Company (we or us) is registered with the CSLB under number 694001. CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB about complaints, disciplinary actions and judgments that are reported to CSLB. File a complaint against an unlicensed or licensed contractor with CSLB generally with four years of the event. For information call 800.321.2752 or visit [www.slb.ca.gov](http://www.slb.ca.gov) or write CSLB, P.O. Box 26000, Sacramento, CA 95826.

**DELAYS:** Our work may be delayed because of weather, as well as unavailability of workers, delay caused by other contractors or government agencies, emergencies or other circumstances unanticipated by or beyond our reasonable control.

**EXTRA WORK:** Extra work will be described in writing, including pricing, and will become part of the contract when signed by the client or the client's agent or representative.

**NOTICE OF MECHANICS LIEN:** A mechanics lien is a claim made against your property and records and recorded with the county recorder. Anyone who helps improve property, but who is not paid, may record a mechanics lien against your property. This includes subcontractors, suppliers, and laborers involved in the improvements to the property. Even if you pay your contractor, an unpaid subcontractor or other party may record a mechanics lien and you could be required to pay twice or have the court sell the property where the work was done to pay the lien. To preserve the right to record a lien, each party eligible to record a lien must provide you with a 20-day Preliminary Notice. This notice is not a lien; it lets you know that a party has the right to record a lien if the party is not paid. Be careful- make sure your contractor pays everyone improving the property before you pay your contractor. You can write joint checks in payment to your contractor and any other party working for your contractor. For more information on mechanics liens go to [www.cslb.ca.gov](http://www.cslb.ca.gov) and search the term mechanics liens.

**STOP WORK/BANKRUPTCY/ASSIGNMENT:** We have the right to stop working for you if any amount due to us is not paid when due. If either party files bankruptcy, the other party has the right to cancel this contract. You may not assign this contract to anyone without our written permission.

**3-DAY RIGHT TO CANCEL:** The Home Solicitation Sales Act requires a seller of home goods or services to give the buyer three (3) business days to cancel the contract. To cancel without penalty or obligation, you must give us written notice by email, fax, mail or other delivery for your decision not to have the work or services performed. If you paid money in advance, we will return your money within ten (10) days of our receipt of your cancellation notice. This cancellation right does not cover emergency repairs or services that you request to be performed on short notice. The right to cancel the contract terminates when we begin working or performing a service and repair contract. If you cancel, you must make available to us to pick up any goods provided by us to you. If we do not pick them up within 20 days, you may retain or dispose of them without further obligation.