



Proposal #52199

From: Kris Adler

Proposal For

City of Ann Arbor: Wurster Park Oak

City of Ann Arbor  
4251 Stone School Rd  
Ann Arbor, MI 48108

Location

522 W Madison St  
Ann Arbor, MI 48103

2021 PHC

ITEM DESCRIPTION	AMOUNT
Large black oak at Wurster Park: Tree fertilization with added sulfur in spring to help improve vigor and maintain health while continuing to lower soil pH.	\$ 188.00
Large black oak at Wurster Park: Tree fertilization with added sulfur in spring to help improve vigor and maintain health while continuing to lower soil pH.	\$ 188.00

*All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.*

Signature

SUBTOTAL	\$ 376.00
SALES TAX	\$ 0.00
<b>TOTAL</b>	<b>\$ 376.00</b>

x

Date:

Please sign here to accept the terms and conditions

Arborist Representative

Kris Adler

Office: [734-786-1688](tel:734-786-1688)

Mobile: [734-904-8107](tel:734-904-8107)

[kris@guardiantreeexperts.com](mailto:kris@guardiantreeexperts.com)

# TERMS AND CONDITIONS

The following terms and conditions are a part of the confirmation of work to be performed by Guardian Tree Experts and constitute the entire agreement.

## Inherent Hazards and Risks

Trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. Recommendations that are made by Guardian Tree Experts are intended to minimize or reduce hazardous conditions that may be associated with trees. However, there is and there can be no guarantee or certainty that efforts to correct unsafe conditions will prevent breakage or failure of a tree. Our recommendations should reduce the risk of tree failure but they cannot eliminate such risk, especially in the event of a storm or any other act of God. Some hazardous conditions in landscapes are apparent while others require detailed inspection and evaluation. While a detailed inspection and evaluation should and normally does result in the detection of potentially hazardous conditions, there can be no guarantee or certainty that all hazardous conditions will be detected.

## Performance by Guardian Tree Experts

Work crews will arrive at the job site unannounced unless otherwise scheduled via email or phone. Guardian Tree Experts shall attempt to meet all performance dates but shall not be liable for damages due to delays for inclement weather or other causes beyond its control. The customer shall not be relieved of his/her responsibility because of delays.

## Workmanship

All work will be performed in a professional manner according to industry standards by experienced personnel outfitted with the appropriate knowledge, skills, tools and equipment to complete the job properly. The crew leader will lead the completion of the work as outlined in the attached proposal and with the guidance of the sales arborist. Unless otherwise indicated herein, Guardian Tree Experts will remove wood, brush, and debris incidental to the work.

## Insurance

Guardian Tree Experts is insured for liability resulting from injury to persons and property, and all its employees are covered by Workers Compensation Insurance.

## Ownership

The customer warrants that all trees, plant material and property upon which work is to be performed are either owned by him/her or that permission for the work has been obtained from the owner. Guardian Tree Experts is to be held harmless from all claims for damages resulting from the customer's failure to obtain such permission.

## Terms of Payment

All accounts are net payable upon completion of the work (if Customer is present) or receipt of invoice. A service charge of 2% per month, which is an annual percentage rate of 24%, will be added to accounts thirty days after invoice date. If outside assistance is used to collect the account, the customer is responsible for all costs associated with the collection including, but not limited to, attorney fees and court costs.

## Permits

Customer shall obtain and pay for all required permits.

## Property Lines – Restrictions

Customer shall indicate to Guardian Tree Experts the corners of the property and shall assume all responsibility for accuracy of markers. Customer shall give a copy to Guardian Tree Experts of any restrictions, easements, or rights of way prior to commencement of work.

## Concealed Utility Lines

Customer represents that he/she has no knowledge of any concealed utility lines other than those, if any, set forth on the face page of this Agreement as a special remark.

## Access to Work

Customer shall provide free access to work areas for Guardian Tree Experts employees and vehicles and agrees to keep driveways clear and available for movement and parking of required trucks and equipment during normal work hours. If access to a site has changed between the time of the sales arborist's visit and the time the crew arrives, there may be an additional charge to account for mobilization and travel time if the work cannot be completed upon arrival or if additional time is required to perform the work as a result of the reduced access.

## Concealed Contingencies

Customer agrees to pay Guardian Tree Experts on a time and materials basis for any additional work required to complete the job occasioned by concrete, or other foreign matter, or stinging insect nests in the tree or trees or branches, rock, pipe or electrical lines encountered in excavations and not described on the face of this Agreement, or any other condition not apparent in estimating the work specified.

## Spray Applications

Guardian Tree Experts will be responsible for the proper application of any spray formulation that is commonly used in the business to control a specific problem involving trees, shrubs, or plants, but will not be responsible for any unforeseen or abnormal reaction resulting from the use of such spray. Any and all complaints must be received in writing within 2 weeks of the application. Otherwise, payment in full is still due. The parties agree that in no instance may Customer seek damages in excess of the contract price.

## Stumps

Stumps will be cut to within approximately 12 inches of ground level unless specified to the contrary on the face page of this Agreement. Stump removal is not included in this Agreement unless specifically provided for on the face page hereof. Stump grinding will result in a pile of soil and woodchips that will require landscaping after our work has been completed.

## Acceptance by Customer

Customer's acceptance of this proposal (whether written or verbal) is subject to all of the terms and conditions stated herein in addition to proposed work on the face page of this document.

## Proposal Contingencies

Partial acceptance of proposed work or change of the work site could increase individual items. Guardian Tree Experts has the option to accept or decline any of its estimates.