



## Agenda, January 19, 2021

### **Trees, Parks and Recreation Board**

- I. Call to Order
- II. Roll Call and introduction of guests
- III. Approval of Agenda for January 19, 2021
- IV. Approval of Minutes from December 8, 2020
  
- V. Election of Officers (February)
  
- VI. Status of Work Plan, 2021, Beryl Budd – interspersed in other items
  
- VII. Approval of FY2021 Budget
  - Review
  - Approval
  - Monies spent from July 30, 2020 to date
  - Allocation of funds allotted
  
- VIII. Mission Statement with Vision Statements
  - Review
  - What else is needed? Ready for Council Review?
  
- IX. Reports and Updates
  - Maintenance concerns
    1. Mitchell Street Park-Bench purchase and placement
    2. George Street Park- Jody Reid (Bid request for Split rail fencing)
    3. Asbury Street Park-Replacing Gingko trees
    4. Tree City/Growth Awards
      - Discussion
      - Keep tally of projects that may lend themselves
  
- X. Pruning issues- tree selection; prioritized list – Beryl Budd
  - List of 2019-2021 trees to be pruned
  - Bids/Bid approval
  - Prepare list of 2020-2022 trees that need crown pruning/structural pruning
  
- XI. Arbor Day 2021

- Date – February 13, 2021;
- Friend of Trees Award
- Responsibilities
  - Advertising
  - Proclamation
  - Food
  - Sound Equipment
  - Planting of Arbor Day Tree
    - Site
    - Purchase
    - Planting

XII. Naming Rights at Asbury Street Park

XIII. Arbor Day Foundation Donation

XIV. Discussion on Filling Vacancy

XV. Concerns and Announcements

- a. Tree City USA Virtual Conference – February 10, 17, and 24<sup>th</sup>

XVI. Adjournment

Next Meeting- February 16, 2021

# Trees, Parks and Recreation Board (TPR) – City of Oxford, GA

Minutes of Special Called Meeting December 8, 2020

Community Room, Oxford City Hall (Via Video Conference)

**Call to Order:** At 5:02 PM, Chairman Ready called the meeting to order and welcomed the guests.

## Attendance

Present – Members: Cheryl Ready, Mike McQuaide, Nakeisha Cummings, Anderson Wright, Theresa Eady, and Michael Rogers.

Laura Gafnea, Director of Community Relations, Oxford College

Beryl Budd, City Arborist

Seth Hawkins, GFC Community Forester

Matthew Pepper, City Manager

Jody Reid, Utility Superintendent

Absent –

Laura McCanless, City Councilmember

**Agenda for Meeting:** Upon motion of Mr. Rogers, seconded by Mr. Wright, the agenda for the December 8, 2020 meeting was adopted as amended. The vote was 6-0.

**Minutes of Meeting held August 11, 2020:** Upon motion of Ms. Eady, seconded by Mr. Rogers, the minutes for the meetings held October 13, 2020 and November 10, 2020 were adopted as amended (October 13, 2020). The vote was 6-0.

**Status of Work Plan, FY2021, Beryl Budd:** Mr. Budd shared his pruning list for FY2021. The list included 28 trees, which are mostly younger trees requiring crown raising for clearance and structural pruning. In addition, the list includes about 10 larger trees requiring crown cleaning and deadwood removal. Mr. Budd further explained that he planned to issue the Request for Proposals (RFP) soon with a goal for the work to be completed no later than February 19<sup>th</sup>. The Board reviewed the pruning list. Mr. Budd estimated the cost to complete the pruning work between \$4,000 and \$5,000 dollars.

In addition, the Board asked Mr. Reid on the status of mulching trees around the city. Mr. Reid stated that the city crews have begun mulching trees this week.

**Mission Statement and Vision Statement:** Ms. Eady shared the first draft of the Board's mission and vision statements and purpose. The Board recommended that the draft include more information on their role related to parks and recreation. The Board discussed how the city's trail systems fits within the parks and recreation framework. Before the next meeting, the Board will review the draft individually. They will revise the draft before presenting it to the Mayor and Council.

## Maintenance Concerns:

1. Bench at Mitchell Street Park: The Board discussed the status of cleaning up the limbs at the park and installing a bench. Mr. Reid stated that he just hired an additional groundskeeper to

help the city catch up on landscape maintenance work. The new groundskeeper will clean up the limbs. Ms. Ready stated that she has not been able to meet with Mr. Pepper to choose a location inside the park to install a bench. They will set up a time in the coming weeks to meet at the park.

2. George Street Park (Split-rail fencing bids): Mr. Pepper reported to the Board that staff has had difficulties finding a fence contractor that meets the city's insurance requirements and is interested in completing a relatively small fence project. Mr. Pepper stated that he spoke with a fence contractor this week, but they did not meet the city's insurance requirements. He will continue to look for a fence contractor.

**Pruning Issues – Tree Selection:** The Board reviewed Mr. Budd's FY2021 list of trees to be pruned. Mr. Budd reported that he included the ivy-laden tree on Asbury Street in the RFP. Mr. Budd expressed concern regarding the overall health of a declining tree near 1207 Asbury Street. Mr. Budd and Mr. Reid will continue to monitor the tree.

**Budget Review:** The Board discussed Mr. Budd's estimate of \$4,000 to \$5,000 for pruning work and how it impacts the remaining budget for planting. The Board stated that Mr. Budd may need to reduce the number of trees listed on the RFP for pruning to save more money for planting. Mr. Pepper will share the Board's FY2021 budget estimates for expenditures with Mr. Budd.

The Board discussed their goal to replenish the tree canopy within the city. As part of that goal, the Board discussed how they could engage with private homeowners to encourage them to allow the city to plant a tree on their property. The Board discussed how they engaged homeowners along Emory Street as part of the Emory Street Revitalization Project. The Board further discussed analyzing different properties throughout the city to determine where to plant additional trees.

The Board discussed revisiting Emory Street as a potential location to build up the tree canopy. Ms. Ready and Mr. Budd will work to follow up with homeowners along Emory Street to gauge interest in receiving a tree from the city. Mr. Pepper will send the homeowner's contact information to Ms. Ready.

In addition, the Board discussed hiring a contractor to help plant trees throughout the city. In past discussions, the Board estimated that purchasing a tree and hiring a contractor to plant costs about \$750 per tree. They discussed looking for cost savings by asking the city crews to plant the trees. Mr. Reid stated that the city crews could handle planting between five (5) to ten (10) trees a year.

**Status of Tree City Application:** Ms. Ready reported that she has almost completed the 2021 Tree City Application. She will submit the application later this week.

**Arbor Day, 2021:** The Board discussed the city's upcoming Arbor Day event. Ms. Ready stated that Arbor Day will be held at Asbury Street Park. As an extra precaution, the Board will not invite children to participate this year. Oxford College will provide snacks and the sound system for the event. In addition, Mr. Budd will bring seedlings to distribute to participants. The Board will also share information about the city's recently passed native vegetation ordinance.

Also, the Board discussed the possibility of selling trees for individual homeowners to plant. Mr. Hawkins stated that the City of Jefferson operates a similar program. He will find out more about Jefferson's program to share with the Board.

**Mr. Budd's Recommendation to Council regarding Replacing the Ginkgo Trees in Asbury Street Park:** Mr. Budd will share his recommendation at the Board's January meeting. The Board shared with Mr. Budd that his recommendation must include native trees. Mr. Pepper will share with Mr. Budd the list of

approved native trees that the Council adopted concurrent with the native vegetation ordinance. Mr. Pepper will send the Council the Board's recommendation.

**Meeting Date Preferences for 2021:** The Board discussed their meeting schedule for 2021. They agreed to meet at 5 PM every third Tuesday of the month. For the foreseeable future, the Board will continue to hold their meetings via video conference.

*Upon motion of Ms. Eady, seconded by Mr. Rogers, the Board approved their monthly meetings for every third Tuesday of the month at 5 PM. The vote was 6-0.*

**Concerns and Announcements:** The Board discussed the existing vacancy. The Board members will discuss their nomination at the next meeting.

**Adjournment:** At 6:08 PM, Chairman Ready adjourned the meeting.

Next meeting will be at 5 PM on January 19, 2021.

# FY2021 Tree Pruning Bid Tabulation

<b>Company</b>	<b>Amount</b>
Caldwell Tree Care	\$9,388
Rayfield Tree Care, Inc.	\$4,450
Arbor Equity	\$4,320



## Tree Pruning Request for Proposal

1. **GENERAL UNDERSTANDING** - It is important that the Contractor understand that the City of Oxford (hereinafter referred to as the City) is a municipality. The needs of its citizens are to be respected.
2. **SCOPE OF WORK**
  - a) Provide crown pruning to specified trees (marked with orange or pink flagging tape and identified on attached maps) on Fletcher St., Wesley St., and Asbury St. Trees are to be pruned to ISA ANSI 300 pruning guidelines. Pruning work should be completed no later than February 26, 2020
  - b) Pruning objectives:
    1. Remove deadwood 2 inch diameter and larger and clean crown on selected trees.
    2. Structurally prune select trees to reduce future structural problems.
    3. Prune to raise canopy for vehicle/mower clearance on select trees.
    4. Cut English Ivy vines on selected tree on Asbury St. to eliminate on trunk and branches.
  - c) Debris Removal: All debris should be chipped and removed from site.
3. **QUALITY ASSURANCE**
  - a) **Qualifications:** A qualified Certified Arborist Contractor whose work has resulted in successful structural pruning to standards defined in ISA ANSI 300 pruning guidelines. The Contractor shall possess each of the following:
    - i. ISA Certified Arborist Certification
    - ii. Commercial Business License in a Georgia county
  - b) **Field Supervision:** The Contractor shall maintain an experienced full-time supervisor on site when any work is in progress.
4. **COORDINATION**
  - a) Scheduled work should be completed no earlier than 8:00 AM and no later than 6:00 PM, weather permitting. Under no circumstances shall routine maintenance be performed during the weekend, without prior approval of the City.
  - b) All contractor employees working on this project must be clearly identified. All employees must wear uniforms with the company name

visible. All vehicles must have the company name and phone number visible according to DOT requirements.

- c) Weather limitations: Proceed with pruning work only when existing and forecasted weather conditions permit.
- d) If surrounding landscaped areas are damaged they shall be repaired as soon as possible after work is completed.

#### 5. TREE MANAGEMENT

- a) The Contractor will meet with the City Arborist (Mr. Beryl Budd, 404-357-0827) at the beginning of this contract to review the procedures and identify trees for pruning. All city trees shall be protected from damage to their roots, trunks, and limbs during all activities. No vehicle traffic or materials storage shall occur within the critical root zone (a radius of 1.0 foot per inch of trunk diameter measured at 4.5 feet above the ground) of any city tree.

#### 6. CLEANUP AND PROTECTION

- a) During all maintenance work being performed the contractor must keep adjacent areas clean and work area in an orderly condition.
- b) Protect exterior plants from damage due to landscape maintenance operations, operations by other contractors and trades, and others. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged exterior planting.
- c) Disposal: Remove waste material, including trash and debris, and legally dispose of them off the City's property.

#### 7. IMMIGRATION REFORM - The Contractor must comply with the Immigration Reform and Control Act of 1986 (IRCA) and the Georgia Security and Immigration Compliance Act OCHA 13-10-90 (SB 529), or E-Verify program.

#### 8. EVALUATION CRITERIA – Proposals will be evaluated on criteria deemed to be in the City's best interests to include, but not be limited to:

- Ability to perform the required services as specified
- Pricing of services
- Information provided by references
- Experience in providing the required services
- Experience in working directly with municipalities

#### 9. COMMUNICATION WITH THE CITY – It is the responsibility of the Contractor to inquire about any part of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded to all parties that have received a copy of the RFP. Inquiries about the RFP will be to the City Manager.

#### 10. AWARD OF PROPOSAL – The City will make the award to the most responsive and responsible Contractor as determined by evaluation of the defined criteria. The City



reserves the right to waive minor irregularities. The City reserves the right to reject any or all proposals, in whole or in part, and is not bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the city.

11. AWARD PROTEST – Contractors may appeal the award decision by submitting a written protest to the City Manager within five business days of the date of the award notice.
12. CONFIDENTIALITY – The information contained in proposals submitted for the City’s consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time all proposals will be available for public inspection.
13. PROPOSAL UNDERSTANDING – By submitting a proposal the Contractor confirms that the specifications are understood, adequate, and the Contractor accepts the terms and conditions herein.
14. CONTRACT MODIFICATION AND AMENDMENT – The parties may adjust the specific terms of this contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Modifications or amendments must be in writing and signed by both parties.
15. CONTRACT VALIDITY – In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.
16. CANCELLATION/TERMINATION – If the Contractor fails in any way to provide service in accordance with the contract terms, the City may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this contract with written notice. Except for such cancellation for cause by the City, either party may terminate this contract by giving thirty (30) days advance written notice to the other party.
17. CLARIFICATION OF RESPONSIBILITIES – If the Contractor needs clarification of the terms of the contract, it is the Contractor’s responsibility to obtain written clarification or approval from the City.
18. LITIGATION – This contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.
19. ASSIGNMENT – Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the City.
20. INDEMNIFICATION – The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the City and its employees from and against all loss,

## Oxford Winter 2021 Pruning List

All trees to be pruned are marked with orange or pink flagging tape and identified by # and approximate location on the attached street map.

Return this list with total bid cost and completed RFP contract by deadline 5 PM Jan. 12, 2021 to:

Beryl Budd, City Arborist by email [bdbudd@bellsouth.net](mailto:bdbudd@bellsouth.net) OR to:

Matt Pepper, City Manager, City of Oxford, City Hall, 110 W. Clark St., Oxford, Ga. 30054

For Questions contact: Beryl Budd, City Arborist @ 404-357-0827

### Pruning specifications:

**Structural pruning;** Subordinate or eliminate co-dominate leaders to help maintain a central leader, remove crossing and conflicting branches, remove broken or damaged branches, remove unnecessary branches to help establish permanent branching structure, eliminate branches with included bark, Remove a maximum of 20% of crown to meet objectives.

**Clean Canopy;** Prune and remove 2 inch diameter deadwood and larger, Remove broken branches or hangers, remove mistletoe when present in canopy, Cut English Ivy on selected tree.

**Raise canopy;** Prune to raise crown where needed for vehicle and mower clearance. Maintain a live crown ratio of 66% (2/3 of upper stem). Directional prune when possible to encourage growth upward and away from streets and utilities.

#	Address/location	Species	DBH	Pruning specs	\$ COST
1	1301 Wesley St.	Post Oak	28"	Remove epicormic stem branching, Prune deadwood 2" greater, remove limbs to allow growth of smaller White Oaks planted near tree	690.00
2	1301 Wesley St.	Post Oak	30	Remove epicormic stem branching, Prune deadwood 2" greater, remove limbs to allow growth of smaller White Oaks planted near tree.	830.00
3	211 Fletcher St.	Willow Oak	12	Raise for clearance of vehicles/mowers, structural prune, remove or subordinate co-dominate leaders.	390.00
4	211 Fletcher St.	Overcup Oak	6"	Raise for clearance/ structural prune	98.00
5	209 Fletcher St.	Nuttall Oak	12"	Raise for clearance/structural prune Remove or subordinate co-dominate leaders	190.00
6	209 Fletcher St.	Willow Oak	16"	Raise for clearance, structural prune	290.00
7	209 Fletcher St.	Overcup Oak	13"	Raise for clearance, structural prune	230.00

8	South side Fletcher St between Asbury & Emory St.	Northern Red Oak	11"	Raise for clearance, structural prune	210.00
9	South side Fletcher St. between Asbury & Emory St.	Northern Red Oak	16"	Raise for clearance, structural prune	290.00
10	South side Fletcher St. between Asbury & Emory St.	Northern Red Oak	13"	Raise for clearance, structural prune	230.00
11	North side Fletcher St. between Asbury & Emory St.	Northern Red Oak	15"	Raise for clearance, structural prune	290.00
12	North side Fletcher St. between Asbury & Emory St.	Northern Red Oak	14"	Raise for clearance, structural prune	290.00
13	North side Fletcher St. between Asbury & Emory St.	Northern Red Oak	16"	Raise for clearance, structural prune	390.00
14	North side Fletcher St. between Asbury & Emory St.	Northern Red Oak	15"	Raise for clearance, structural prune	340.00
15	Across from 201 Fletcher St.	White Oak	8"	Raise for clearance, structural prune	180.00
16	Across from 201 Fletcher St.	White Oak	9"	Raise for clearance, structural prune	180.00
17	Across from 201 Fletcher St.	Willow Oak	10"	Raise for clearance, structural prune	290.00
18	208 Fletcher St.	Overcup Oak	8"	Clean up improper pruning cuts, Structural prune, clearance for streetlight.	180.00
19	210 Fletcher St.	Nuttall Oak	14"	Structural prune	180.00
20	210 Fletcher St.	Water Oak	21"	raise for clearance, structural prune	290.00
21	1006 Asbury St	S. Red Oak (this is actually a Post Oak)	50"	Prune 2" and larger deadwood, Cut English Ivy on trunk and large scaffold limbs.	1180.00
22	NW corner of Fletcher St & Asbury St.	Sweet Gum	32"	clean up storm damage, 2" and larger deadwood, and remove hanger in upper crown,	950.00
23	1212 Asbury St.	White Oak	33"	Clean canopy, remove mistletoe	760.00
24	Across from 405 W. Soule St.	Willow Oak	13"	Structural prune, subordinate co- dominate leader, raise for mower clearance.	280.00
	1212 Asbury St., front	Overcup Oak	12"	Crown cleaning and crown raising	160.00
				<b>TOTAL \$ COST</b>	<b>9388.00</b>

Thanks for your proposal!

damage, cost and expense (including attorney's fees) suffered or sustained by the City (with the exception of loss, damage, cost or expense caused by the sole negligence of the City and its employees) for which the City may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.

21. CONTRACTOR'S LIABILITY INSURANCE – During the term of this agreement, the Contractor shall maintain at least the following insurance:


- General Liability minimum
  - Each Occurrence: \$1,000,000
  - General Aggregate: \$2,000,000
- Commercial Automobile Liability: Combined Single Limit \$1,000,000
- Excess/Umbrella Liability
  - Each Occurrence: \$2,000,000
  - Aggregate: \$2,000,000
- Workers' Compensation Insurance for each employee assigned to this Contract.

22. CONTRACT TERM – The initial term of this contract will be from January 15, 2021 and continue through February 28, 2021.

23. PAYMENTS – Contractor payment will be made upon submittal of an invoice to the City on a net 30 day basis unless discount terms are offered.

24. SUBMITTALS – **Deadline for submittal of this RFP is 5:00PM January 12, 2021.** The submittal from the contractor shall include:

- a) Bid Form
- b) Insurance Certificates
- c) Copy of Business License

Name of Company: Caldwell Tree Care
Address: 310 E. Crossville Road, Roswell, GA 30075
Contact Person: James Foote
Telephone: 404-630-4204
Email: jfoote@caldwelltreecare.com
Name and Title of Authorized Representative: James Foote, Senior Arborist
Signature of Authorized Representative: 





## DESCRIPTIONS (Continued from Page 1)

CG 501 0515 General Liability Premier Supplement (Contractors)  
CA 500 0709 Blanket Additional Insured Per Written Contract or Agreement  
WC000313 0484 Waiver of Our Right To Recover From Others Endorsement

Re: Tree Pruning



Tree and Shrub Care

Date: 1/12/2021 1:40 PM  
City of Oxford

110 West Clark St  
Oxford, GA 30054

Phone: 770-786-7004

Job Name: City of Oxford 20210112

Work Site: 110 West Clark St  
Oxford, GA 30054

Proposed By: Logan House

**General Tree Work**

#	Item	Description	Qty	Cost
1	Trees	Tree Pruning	0	\$4,320.00

Prices are guaranteed if accepted within 30 days.  
All work shall be done in accordance with ANSI standards.  
All accounts are billed as services are rendered



## Tree and Shrub Care

Prices are guaranteed if accepted within 30 days.  
All work shall be done in accordance with ANSI standards.  
All accounts are billed as services are rendered





## Tree and Shrub Care

Pruning to various trees as follows per attached city contract marked with pink or orange ribbon:

1301 Wesley St:

- 28" post oak, remove epicormic branching, prune deadwood 2" and greater, remove limbs to allow for growth of white oaks near tree
- 30" post oak, remove epicormic branching, prune deadwood 2" and greater, remove limbs to allow for growth of white oaks near tree

211 Fletcher St:

- 12" willow oak, raise for clearance of vehicles/mowers, structural prune, remove or subordinate codominant leaders
- 6" overcup oak, raise for clearance/structural prune

209 Fletcher St:

- 12" nuttall oak, raise for clearance/structural prune. Remove or subordinate codominant leaders
- 16" willow oak, raise for clearance/structural prune

South side of Fletcher St between Asbury and Emory St:

- 11" northern red oak, raise for clearance, structural prune
- 16" northern red oak, raise for clearance, structural prune
- 13" northern red oak, raise for clearance, structural prune

North side of Fletcher St between Asbury and Emory St:

- 15" northern red oak, raise for clearance, structural prune
- 14" northern red oak, raise for clearance, structural prune
- 16" northern red oak, raise for clearance, structural prune
- 15" northern red oak, raise for clearance, structural prune

Across from 201 Fletcher St.

- 8" white oak, raise for clearance, structural prune
- 9" white oak, raise for clearance, structural prune
- 10" willow oak, raise for clearance, structural prune

208 Fletcher St:

- 8" overcup oak, clean up improper pruning cuts, structural prune, clearance for streetlight

210 Fletcher St:

- 14" nuttall oak, structural prune
- 21" water oak, raise for clearance, structural prune

Prices are guaranteed if accepted within 30 days.  
All work shall be done in accordance with ANSI standards.  
All accounts are billed as services are rendered



### Tree and Shrub Care

1006 Asbury St:

- 50" southern red oak, prune deadwood 2" and larger, cut English ivy off trunk and large scaffold limbs

NW corner of Fletcher St and Asbury St:

- 32" sweetgum, clean up storm damage, prune deadwood 2" and larger, remove hanger in upper crown

1212 Asbury St:

- white oak, clean canopy, remove mistletoe

Across from 405 W Soule St

- oak right side of driveway, remove mistletoe, sanitation prune to remove deadwood 2" and greater, remove snapped branches, etc

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Notes:

**Subtotal: \$4,320.00**

**Tax: \$0.00**

**Total: \$4,320.00**

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

Prices are guaranteed if accepted within 30 days.  
All work shall be done in accordance with ANSI standards.  
All accounts are billed as services are rendered

## ARBOR EQUITY INC. TERMS AND CONDITIONS

The following terms and conditions are part of the confirmation of work to be performed by Arbor Equity Inc.

Client is responsible for obtaining and paying for all required local permits.

Arbor Equity Inc. is insured for liability resulting from injury to persons or property, and all of its employees are covered under the applicable worker compensation insurances.

Client is responsible for identifying all known concealed structures, irrigation systems, underground lighting, pipes or utility lines. Arbor Equity Inc. shall not be held liable for damage to any undisclosed concealed hazards including but not limited to unmarked pipes, concealed structures or utilities.

Payment is to be received upon completion of the job and receipt of invoice. All invoices will be emailed. If the client does not communicate via email, the invoice will be mailed. In the event the scope of work changes, Arbor Equity will be paid for all items on the contract that have been completed. Arbor Equity employees are to complete what is provided on his or her work order. If the client discusses additional work, the supervisor will be notified and before completing the work, the additions being requested will be documented. Any additional work performed requested by the client will be billed on a time and materials basis. If we do not receive payment, a reminder invoice will be sent at twenty days in order to insure Arbor Equity will receive payment and if at this point all concerns or issues may be resolved. A service charge of 18% will be added to accounts thirty days after their invoice date. If outside assistance is used to collect the account, the client is responsible for all costs associated with the collection including, but not limited to, attorney's fees and court costs.

Client warrants that all trees and vegetation upon which work is to be performed are owned by the client, or that authorization for the work has been obtained from the rightful property owner. Client agrees to indemnify and hold harmless Arbor Equity Inc. from any claims made by others regarding damage to or ownership of the trees or property.

Client shall provide free access to work areas for employees and vehicles and agrees to keep driveways clear and available for movement and parking of trucks and equipment during work hours. Unless otherwise specified in the agreement, Arbor Equity shall not be expected to keep gates closed for animals or children.

Arbor Equity Inc. assumes no liabilities or responsibilities for any cracking, breaking, puncturing, depressing, or any other damage to any driveway, patio, or other paved, bricked, stoned concrete or asphalted surface which may result from trucks and equipment being used to access the job.

Client agrees to pay additional sums on a time and materials basis for any additional work required to complete the job caused by concealed contingencies such as concrete, foreign matter, stinging insect nests, rock, pipe or electrical lines, or any other condition not readily apparent in estimating the work specified, or any delays resulting from unanticipated interruptions outside the control of the Arbor Equity employees.

Stumps from tree removal will be cut to within approximately twelve inches above ground level, and stump grinding or removal is not included, unless otherwise specified on the attached proposal. Once stumps are ground, Arbor Equity is not responsible for clean-up of any grindings from the stump. If client desires for stump mulch to be neatly cleared, there will be an additional fee added unless otherwise stated in the attached proposal.

Arbor Equity is not liable for light fallen debris, such as sawdust, small branches or sap on cars, furniture, landscaping, or other objects located under or near the vicinity of the tree being worked on. Client assumes all responsibility for removing such objects from the work area.

Client agrees to attempt to work out any disputes with Arbor Equity Inc. through written documentation such as email for record purposes. In the event attempts at negotiation and/or mediation are unsuccessful, client agrees to submit any dispute arising out of this agreement to binding arbitration with a neutral arbitrator agreed by client and Arbor Equity. This means that client voluntarily agrees to give up any rights client might have to litigate the dispute in a court or jury trial. This does not preclude Arbor Equity Inc. from filing any claims in small claims court, or any other court of appropriate jurisdiction in order to recover payment for services rendered.

Trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. Recommendations that are made are intended to minimize or reduce such hazardous conditions. However, there can be no guarantee that efforts to discover or correct unsafe conditions will not prevent future breakage or failure, nor can there be any guarantee that all hazardous conditions have been detected. The client should not infer that a tree is safe either because work has been done to reduce risk or because no work has been recommended on a specific tree.

Trees or plant material being installed by Arbor Equity are not warranted for any amount of time. If the client requests a warranty, a watering program can be implemented and included in attached proposal. If for any reason any tree, shrub or plant may become deceased, Arbor Equity shall not be liable.

Client understands that all tree support systems, such as cabling and bracing devices, as well as lightning protection systems, must be inspected annually, or after any major weather event, by a qualified arborist, to ensure the system's condition, position and/or grounding integrity. It is the responsibility of the client to make sure that each system is inspected and maintained by a qualified arborist.

Arbor Equity will be responsible for the proper application of any plant health care material or formulation it uses that is commonly used in the business to control a specific problem on trees, shrubs, or plants, but will not be responsible for any unforeseen or abnormal reaction resulting from the use or application of any spray formulation.

Rayfield Tree Care, Inc.  
P.O. Box 3589  
Loganville, GA 30052 US  
+1 7705542022  
donna@rayfieldtreecare.com



# Proposal

**ADDRESS**

Beryl Budd  
City of Oxford GA  
110 West Clark Street  
,  
Oxford, GA 30054  
bdbudd@bellsouth.net

**PROPOSAL # 5223**  
**DATE 01/11/2021**

<b>REF SOURCE</b>	<b>PHONE</b>	<b>REP</b>
Beryl Budd	404-357-0827	Donna Rayfield

ACTIVITY	AMOUNT
1.) Post Oak Tree with a 28" Trunk DBH Located at: 1301 Wesley St. * Remove epicormic stem branching, Prune deadwood 2" greater, remove limbs to allow growth of smaller White Oaks planted near tree	375.00
2.) Post Oak Tree with a 30" Trunk DBH Located at: 1301 Wesley St. * Remove epicormic stem branching, Prune deadwood 2" and greater, remove limbs to allow growth of smaller White Oaks planted near tree.	375.00
3.) Willow Oak Tree with a 12" Trunk DBH Located at: 211 Fletcher St. * Raise for clearance of vehicles/mowers, structural prune, remove or subordinate co-dominate leaders.	175.00
4.) Overcup Oak Tree with a 6" Trunk DBH Located at: 211 Fletcher St. * Raise for clearance/ structural prune	75.00
5.) Nuttall Oak Tree with a 12" Trunk DBH Located at: 209 Fletcher St. * Raise for clearance/structural prune. Remove or subordinate co-dominate leaders	150.00
6.) Willow Oak Tree with a 16" Trunk DBH Located at: 209 Fletcher St. * Raise for clearance, structural prune	175.00
7.) Overcup Oak Tree with a 13" Trunk DBH Located at: 209 Fletcher St. * Raise for clearance, structural prune	150.00
8.) Northern Red Oak Tree with a 11" Trunk DBH	75.00

ACTIVITY	AMOUNT
Located at: South side Fletcher St between Asbury & Emory St. * Raise for clearance, structural prune	
9.) Northern Red Oak Tree with a 16" Trunk DBH Located at: South side Fletcher St between Asbury & Emory St. * Raise for clearance, structural prune	125.00
10.) Northern Red Oak Tree with a 13" Trunk DBH Located at: South side Fletcher St between Asbury & Emory St. * Raise for clearance, structural prune	100.00
11.) Northern Red Oak Tree with a 15" Trunk DBH Located at: North side Fletcher St between Asbury & Emory St. * Raise for clearance, structural prune	125.00
12.) Northern Red Oak Tree with a 14" Trunk DBH Located at: North side Fletcher St between Asbury & Emory St. * Raise for clearance, structural prune	125.00
13.) Northern Red Oak Tree with a 16" Trunk DBH Located at: North side Fletcher St between Asbury & Emory St. * Raise for clearance, structural prune	150.00
14.) Northern Red Oak Tree with a 15" Trunk DBH Located at: North side Fletcher St between Asbury & Emory St. * Raise for clearance, structural prune	125.00
15.) White Oak Tree with a 8" Trunk DBH Located at: Across from 201 Fletcher St. * Raise for clearance, structural prune	75.00
16.) White Oak Tree with a 9" Trunk DBH Located at: Across from 201 Fletcher St. * Raise for clearance, structural prune	75.00
17.) White Oak Tree with a 10" Trunk DBH Located at: Across from 201 Fletcher St. * Raise for clearance, structural prune	100.00
18.) Overcup Oak Tree with a 8" Trunk DBH Located at: 208 Fletcher St. * Clean up improper pruning cuts, Structural prune, clearance for streetlight.	75.00
19.) Nuttall Oak Tree with a 14" Trunk DBH Located at: 210 Fletcher St. * Structural Prune	75.00
20.) Water Oak Tree with a 21" Trunk DBH Located at: 210 Fletcher St. * Structural Prune and raise for clearance.	225.00
21.) S. Red Oak Tree with a 50" Trunk DBH Located at: 1006 Asbury St * Option #1: Prune 2" and larger deadwood, CUT English Ivy on trunk and large scaffold limbs. FEE: \$550.00 * Option #2: Prune 2" and larger deadwood, REMOVE English Ivy on trunk and large scaffold limbs. FEE: \$950.00	550.00

ACTIVITY	AMOUNT
22.) Sweet Gum Tree with a 32" Trunk DBH Located at: NW corner of Fletcher St & Asbury St. * clean up storm damage, 2" and larger deadwood, and remove hanger in upper crown.	375.00
24.) Willow Oak Tree with a 13" Trunk DBH Located at: Across from 405 W. Soule St. * Structural prune, subordinate co-dominate leader, raise for mower clearance.	125.00
24.) White Oak Tree with a 33" Trunk DBH Located at: 1212 Asbury St. * Clean canopy, remove mistletoe	475.00

Clean up and remove all wood and debris from site.

**TERMS AND CONDITIONS:** Terms and conditions are a part of the confirmation of work to be performed by Rayfield Tree Care, Inc.

**PAYMENT:** All remittances must be paid from this invoice. We accept checks (payable to Rayfield Tree Care, Inc.), cash and all credit cards. (Credit Card Payments for amounts over \$2,000.00 are subject to a 3.5% processing fee.) Accounts not paid within terms are subject to a 10 % (ten percent) monthly finance charge.

**INSURANCE:** Rayfield Tree Care, Inc. is insured for liability resulting from injury to persons or property. Our Certificate Of Insurance is available upon request.

**WORKMANSHIP:** All work will be performed in a professional manner by certified and experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Unless otherwise requested and agreed on between Rayfield Tree Care, Inc. and client, Rayfield Tree Care, Inc. will remove all wood, brush, and debris from work site. All services shall be performed in a timely manner. Any scheduled services can sometimes be delayed due to inclement weather and other unforeseen situations that is beyond the control of Rayfield Tree Care, Inc. All estimates are good for 30 days. After approval has been given to schedule arboriculture services, any cancellations must be received no later than 72 hours prior to the scheduled time. Any scheduled services cancelled after 72 hours will be invoiced for services.

**OWNERSHIP:** The client warrants that all trees, plant material, and property upon which work is to be performed is either owned by the client themselves or that the client has obtained permission from the owner. Rayfield Tree Care, Inc. will not be held responsible for any damage resulting from the clients failure to obtain permission from other owners. It is also the clients responsibility to obtain permission from any neighbors if it is required to enter their property to obtain access to work area.

**ACCESS TO WORK:** It is the clients responsibility to have all driveways and work areas cleared for Rayfield Tree Care, Inc. employees and vehicles to have access to work areas during normal work hour. It is not the responsibility of Rayfield Tree Care, Inc. employees to keep gates closed for animals and children.

**INHERENT HAZARDS AND RISKS:** Recommendations that are made by Rayfield Tree Care, Inc. are intended to minimize or reduce hazardous conditions that may be associated with trees. However, there is no guarantees or certainties that efforts to correct unsafe conditions will prevent breakage or failure of a tree. Trees pose a certain degree of hazard and risk from breakage, failure, and other conditions. Rayfield Tree Care, Inc. recommendations should reduce the risk of tree failure, but cannot guarantee to eliminate the risk due to storm damage or any other act of nature.

**PERMITS/RESTRICTIONS/UTILITIES:** It is the clients responsibility to obtain and

ACTIVITY

AMOUNT

pay for any permits, easements or right of ways prior to scheduled dates for services. It is also the clients responsibility to have utilities marked prior to underground services (Planting, Stump Grinding, Etc.). Client must indicate any concerns to us about the property and accept all responsibility that all markings are accurate. To have underground wires or pipes marked call Dig Alert 1-800-282-7411.

CONCEALED CONTINGENCIES: Any additional work required to complete a job due to concealed contingencies (electrical lines, concrete, stinging insects nest in trees or limbs, etc.), shall be completed at the clients expense. Any contingencies should be revealed prior to scheduled services so all can be described on the face of the invoice.

STUMP REMOVAL: Stumps will be cut approximately 12" of ground level unless otherwise agreed upon or specified on this invoice

All pruning practices provided by Rayfield Tree Care, Inc. are in complete compliance with ANSI A300 standards (American National Standards For Arboriculture). I give my approval for RAYFIELD TREE CARE, INC. to complete the above Arboricultural services. By signing this agreement, I have read and agreed all terms and conditions listed on the reverse side of this invoice.

TOTAL

**\$4,450.00**

Accepted By

Accepted Date