



Thank You For Caring For Your Trees!

This Proposal is Proudly Prepared for:

Thomas Fisher

December 06, 2021

Your OTC Representative:
Damien Carre

established 2007 . certified arborist . certified tree risk assessor . licensed . bonded . insured





Oregon Tree Care
PO Box 13068
Portland, OR 97213
503.929.9437
admin@oregontreecare.com
www.oregontreecare.com

12/6/2021 12:00:00 AM

Thomas Fisher
City of Sandy Engineer
39250 Pioneer Road
Sandy, OR 97035

Dear Thomas Fisher,

Thank you for the opportunity to provide a bid estimate for your tree service needs. If you were pleased with our overall approach and professionalism, we would appreciate the chance to work with you.

Did you know we are a small, local company with a specialty focus in tree preservation? By keeping our crew small, experienced and specialized, we are able to offer a unique and personal approach. Our clients receive the best service in the area along with the most competitive pricing offered among similarly licensed, professional tree care companies. OTC adheres to the tree care operations provided within the ANSI A300 and Z133 Standards for our industry.

In the event you gather additional bids and find yourself weighing options, please do contact us directly to discuss our Price Matching Program. We are happy to consider an adjustment to our pricing when comparing a reasonable competing bid from a professionally licensed and insured tree care company.

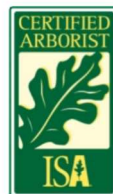
Our proposal package continues the unique approach to meeting your service needs. You will find a detailed service estimate, information on our company, testimonials, disclosures and an easy electronic bid acceptance process.

Please let us know if we can offer any additional information to assist with you decision making process.

Regards,

Your OTC Team

Damien Carre
Owner
Earth Care Designs, LLC dba Oregon Tree Care
CCB# 176382
Certified Arborist #PN-6405A
Certified Tree Risk Assessor CTRA#1717



History

Founded by Certified Portland Arborist, Damien Carre', Oregon Tree Care is a unique company in one of Arboriculture's premier locations. Damien and his team take pride in precision, skill, and community development through their work and philanthropic ventures. He currently resides on the Board of Directors for a local group, Ascending The Giants, who complete expeditions to track the champion trees of the world.

Caring for our environment stems from a deep knowledge of trees. How they work, what keeps them healthy, and knowing when to remove a hazard tree is all part of our training. The International Society of Arboriculture (ISA) sets the industry standard for proper care. Our Certified Arborists are tested and approved by the ISA. With annual education requirements, we stay current in our knowledge and qualifications.

Philosophy

Our business philosophy is based around our community. We operate as a team with our clients, staff, and contractors. Together we approach each tree with preservation in mind, find the issues, determine the treatments, and solve any problems. Our close attention to our customers' needs allows us to finish your job with efficiency and a high degree of professionalism. Our team work begins with your call. With our initial conversation we will discuss your tree care needs .

After a qualified estimator arrives at your property we will inspect your trees and the environment surrounding them. With our trained eye we can then accurately assess the situation prior to any suggestions or recommendations. Once we know what needs to be done, our expert field team will approach your project with precision and professionalism.

Certified . Licensed . Bonded . Insured

We maintain the highest standards for our licensing, insurance and certification and even extend beyond the minimal requirements to offer our clients and employees peace of mind by carrying workers compensation insurance. Upon request, we are happy to provide our insurance credentials for your review.





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971.230.4003 customer service/scheduling
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Job: City of Sandy Engineer 20211206
City of Sandy Engineer
Thomas Fisher
39250 Pioneer Road
Sandy, OR 97035

Phone: 503-489-2161 (no text)

Date: 12/6/2021

Proposals valid for 90 days.

Work Site: 39250 Pioneer Road
Sandy, OR 97035

Proposed By: Damien Carre



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#	Item	Description	Qty	Cost
1	Trees	<p>MISC</p> <p>1. 36470 Orr Circle - Take DEAD Alder tree to the ground, access through backyard, leave all debris in natural area. Third party spider Lyft for access due to risk factors from declining tree. OTC will need fencing on left side of property removed for day of service. Total:\$3,481.00.</p> <p>2. 37201 Solso Drive - Locust Tree is located West of address, active failing and leaning over street, remove to ground level. Chip and recycle branch debris up to 6" DBH and leave wood in 4-6' lengths. Total:\$547.00.</p> <p>3. East end of Tickle Creek Trail - Remove Fir tree growing on nurse log. Leave all debris in forest. Total:\$787.00.</p> <p>4. Between Hwy 211 and Galway St - Remove hazardous dead wood and crown thin over the buildings of 6 Fir trees. Chip and recycle branch debris up to 6" DBH. Total:\$2,571.00.</p> <p>5. 18870 Jacoby Rd - House down private drive, tree is located on SE corner of property, cut tree in 1/2 and reduce branches growing over deck. Leave all debris in natural area. Total:\$1,081.00.</p> <p>6. 39332 Trillium - Remove Cottonwood on lot West of address. Chip and recycle branch debris up to 6" DBH and leave wood in 4-6' lengths. Total:\$1,082.00</p> <p>7. Meinig Park - Reduce Large Dead Cedar (35" DBH). Trees behind 17725 Loundree Drive, remove some branches on house side of tree. Total:\$2,621.00.</p> <p>8. 39005 Sandy Heights - Tree CODOMINANT Fir is on East side of property on steep hill that runs down to HWY 211 (Traffic Control Needed provided by city), remove dead stem and 20ft of leaning stem, thin branches on West side. Total:\$2,141.00.</p>	1	\$14,311.00



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Subtotal: \$14,311.00

I understand by accepting and scheduling the services that I approve and understand the disclosures, disclaimers, expectations and preparations contained within this proposal.

Tax: \$0.00

Total: \$14,311.00

Customer Signature

Date

Confirmation Code

DISCLOSURES, DISCLAIMERS & EXPECTATIONS

Expectations & Preparations

A client's signature, written approval for scheduling, and/or request for scheduling (electronically or handwritten) indicate approval and acceptance of these expectations and preparations.

When we arrive, there are a few favors we ask.

By following these steps, you help ensure efficient and quality services.

PERSONAL ITEMS: Please remove all items of importance from the work area. A pathway should be cleared for dragging debris to the equipment location.

RESERVED PARKING: Please provide a reserved area for parking our equipment truck, chipper and vehicles. Clearance of approximately 3-4 car lengths. If ample space is not a guarantee due to a busy street, we suggest obtaining parking reservation permit through your City to reserve "no parking" for the date of service. This will help you avoid delays, rescheduling and/or penalties.

PETS & FECES: Please remove all animal droppings in and around the work area and debris pathway. All pets should be corralled while we are on site. Delays with adherence to this request may result in additional fees.

PAYMENT: If you will not be present for the duration of services, we ask that you please make

Disclosures & Disclaimers

A client's signature, written approval for scheduling, and/or request for scheduling (electronically or handwritten) indicate approval and acceptance of these disclosures and disclaimers.

- **SITE VISIT:** In order for OTC to provide an estimate for the cost of services, it must perform certain tasks including, but not limited to, inspection of trees, inspection of structures, ingress and egress to and from property; a basic site visit does not include ascending trees/structures for further assessment, this can be performed for a fee or during scheduled services. There may be hidden and/or latent conditions on the property that OTC cannot identify from a visual ground inspection, including, but not limited to, underground sprinklers, drain lines, invisible fences, underground cables, and defects related to the health and/or condition of the trees and other plant life on the property.

- **ACCEPTANCE OF ESTIMATE:** The unique proposal allows for electronic signature to accept the estimate for services and OTC will be notified; other options to accept would be to fax or email a copy of the signed estimate.

- **DEBRIS:** Best efforts are made to clean up after our services; however, there are times where minor debris and/or sawdust will be left. If working on fruit trees during fruiting season, some fallen fruit will be left.

- **STANDARDS OF PRACTICE & SAFETY:** OTC adheres to industry standard guidelines for all services provided (ANSI A300 & Z133 Standards). Requests received that fall outside those standards will respectfully be declined. OTC reserves the right to refuse service to any whose scope of work or business practice exceeds the standards, ethics or morals of our company. The authorizing party agrees to not enter the work area unless authorized by the OTC Crew Leader.

- **INCLEMENT WEATHER & HAZARD RESPONSE:** Our industry experiences emergency hazard calls from time to time. We thank you in advance for flexibility in scheduling during a storm or other natural circumstances. Inclement weather can affect the safety of our crew and may delay and/or cause rescheduling of services if deemed unsafe by the OTC Crew Leader.

- **CANCELLATION & DELAY OF WORK FEES:** Failure to adhere to the Expectations & Preparations, cancellation of scheduled services with less than 5 business day notice or other situations where delay outside the control of OTC may result in a penalty of \$91/hour of delay or a cancellation fee of \$150 plus any extra equipment charges. OTC agrees to do its best to meet any agreed upon performance dates, but shall not be liable in damages or otherwise for delays due to inclement weather, labor, or any other cause

DISCLOSURES, DISCLAIMERS & EXPECTATIONS - CONTINUED

- **PAYMENTS:** Payment is due at time of service unless arrangements have been made, and approved, prior to commencement of services. Pricing is based on payment in the form of cash or check. Non-cash/check payments have a service fee of 3.75% to the total paid.
- **LATE FEES & COLLECTIONS:** A Late Fee for balances over 30-days past due is \$65 plus a 10% Finance Charge for every 30-day period carrying a balance on the account. Accounts over 90-days past due will be sent to Collections where additional fees may be charged.
- **DEPOSITS:** Projects over \$5,000 require a 20% deposit upon scheduling and is due within 5 business days of acceptance. Projects under \$5,000 that require traffic control, crane/manlift rental, or other 3rd party contractors/rentals may require a deposit for 3rd party costs and OTC coordination.
- **PERMITS & PERMISSIONS:** Client is responsible for obtaining necessary permissions to complete services (i.e. neighboring property access, HOA, etc.). Client is also responsible for permits required by city or county jurisdictions related to pruning, removal, parking/lane closures, etc. OTC can be hired to coordinate permits with the City/County for a fee plus the expenses related to securing the permit (a deposit may be required for this service).
- **INSURANCE/INDEMNITY:** OTC is insured for liability resulting from injury to persons or property, and all its employees are covered by Worker's Compensation Insurance. The parties herein agree that in no instance may the customer seek damages in excess of, or shall OTC's liability exceed, the limits of insurance provided in OTC's insurance policy. Further, once work is completed by OTC under this contract, Client agrees to indemnify and hold harmless OTC's and its employees, agents, and owners for any injury, loss or expense associated with work performed or in any way related to services performed with this contract.
- **UNMARKED UTILITIES.** OTC is not responsible for damages to underground sprinklers, drain lines, invisible fences or underground cables unless the system(s) are adequately and accurately mapped by the customer and a copy is presented before or at the time the work is performed.
- **WAIVER OF SUBROGATION.** To the extent permitted by law, Client hereby agrees to waive all rights of subrogation against OTC, its employees, agents, and owners from any and all liability or responsibility to the Client and his/her insurers, or anyone claiming through or under the Client by way of subrogation or otherwise, for any loss or damage to property, even if such loss or other damage shall have been caused by the fault or negligence of OTC, its employees, agents, or owners.
- **ADDITIONAL WORK.** Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or caused by previously unknown foreign material in the trunk, the branches, underground, or any other condition not apparent in estimating the work specified, shall be paid for by Client on a time and material basis.
- **WINTER PRUNING.** If pruning deciduous trees during dormant season, it is not possible to identify and remove all dead branches. OTC shall not be responsible for removing dead branches that appear after the growing season begins.
- **CHANGES TO LANDSCAPING / HARDSCAPING.** This estimate is based on the existing landscaping/hardscaping at the time of the onsite estimate. If changes are made to the existing landscaping/hardscaping between the time of the estimate and the time of tree work, additional charges will apply.

- END -

Let Our Clients Tell You...

We are a home builder in Portland OR, and are working on a full demolition and rebuild of a house in NE. We had a lot of big trees on our job including one that was leaning towards the neighbors house. They came in and got the job done at a very competitive rate (we got multiple bids as usual). I would definitely recommend them to any home owner or builder!

Oregon Tree Care has been excellent. They did a superb job trimming my walnut tree and helped me come up with a creative solution for dealing with an unfortunately placed stump. They have been both professional and friendly in every interaction and competitively priced. I would not hesitate to recommend Oregon Tree Care to friends and family.

- Cassidy D.

During a wind storm, part of a huge spruce tree broke off and landed on the roof of my parents' home. Based on the recommendation of my neighbor, I called Oregon Tree Care for assistance. They responded promptly, coming to the house the following morning for an estimate. I received the estimate by email which was easy to forward on to the insurance company. The next day, the crew arrived at the scheduled time in the morning, trimmed the broken tree, removed the 20 feet of tree from the top of the roof, and removed all of the debris. All employees were not only courteous, but down right friendly. They showed a concern for my elderly parents as well as a concern for the health of the broken tree. I will definitely call Oregon Tree Care for pruning of more trees on the property this spring.

These guys were awesome! My partner had great conversations with them about tree care and they were very helpful and informative.

They did an great job trimming my birch tree and removing the dead one. They cleaned up everything and gave us advice about other trees in our yard. They were on time, informative, helpful and gracious. It was a pleasure to work with such professionals. I will definitely recommend them to others who need tree work and I would definitely have them come back to my house. Thanks, guys; you were just great!!!!

- Diane I.

I have used Oregon Tree Care several times and am very impressed with their work. They are spot on with their estimates and leave no mess when the job is completed. I also really appreciate the fact that Damien is a tree guy and appreciates the beauty that our trees add to this planet. He strives to save them, not just chop them down!

Extremely well. All trees were nicely pruned to eliminate the sky reaching suckers and all branches that had turned in on the tree center.

Pruning included removing those branches that adversely impacted the trees' structural integrity. All debris was chipped and removed.

The yard was left looking as though no work had been done. We are very satisfied with this arborist's work. If I recall correctly, this is his third year to care for our trees.

You guys killed it on our property last March. Just getting around to thanking you with a great review. I was happy with the short time it took, the courtesy of you and the price. Damian really goes above and beyond and I know I'll call again this year.

- Eric F.



Information Notice To Owner About Construction Liens

(ORS 87.093)

This is not a lien. Your contractor is required by law to provide this notice to inform you about construction lien laws. This notice explains the construction lien law, and gives steps you can take to protect your property from a valid lien. As an owner, you should read this information notice carefully. This information notice is required to be given if you contract for residential construction or remodeling, if you are buying a new home, or at any time the contract price exceeds \$2,000.

- Under Oregon law, your contractor and others who provide labor, materials, equipment, or services to your project may be able to claim payment from your property if they have not been paid. That claim is called a Construction Lien.
- If your contractor does not pay subcontractors, employees, rental equipment dealers, materials suppliers, or does not make other legally required payments, those who are owed money may place a lien against your property for payment. **It is in your best interest to verify that all bills related to your contract are paid, even if you have paid your contractor in full.**
- If you occupy or will occupy your home, persons who supply materials, labor, equipment, or services ordered by your contractor are permitted by law to file a lien against your property only if they have sent you a timely Notice of Right to Lien (which is different from this Information Notice), before or during construction. If you enter into a contract to buy a newly-built, partially-built, or newly-remodeled home, a lien may be claimed even though you have not received a Notice of Right to a Lien. If you do not occupy the building, a Notice of Right to Lien is not required prior to filing a lien.

This notice is not intended to be a complete analysis of the law. You should consult an attorney for more information.

Common Questions and Answers About Construction Liens

Can someone record a construction lien even if I pay my contractor? Yes. Anyone who has not been paid for labor, material, equipment, or services on your project and has provided you with a valid Notice of Right to Lien has the right to record a construction lien.

What is a Notice of Right to Lien? A Notice of a Right to Lien is sent to you by persons who have provided labor, materials, or equipment to your construction project. It protects their construction lien rights against your property.

What should I do when I receive a Notice of Right to Lien? Don't ignore it. Find out what arrangements your contractor has made to pay the sender of the Notice of Right to Lien.

When do construction liens need to be recorded? In Oregon, construction liens generally need to be recorded within 75 days from the date the project was substantially completed, or 75 days from the date that the lien claimant stopped providing labor, material, equipment, or services, whichever happened first. To enforce a lien, the lien holder must file a lawsuit in a proper court within 120 days of the date the lien was filed.

Note to Contractor: This notice must be delivered personally, or mailed by registered mail, certified mail, or by first-class mail with a certificate of mailing. Ask the signing parties to provide you with an original or copy to retain in your files. You should retain proof of delivery of this notice for at least two years.

Steps That Consumers Can Take to Protect Themselves

- **Contact the Construction Contractors Board (CCB) and confirm that your contractor is licensed.** The law requires all construction contractors to be licensed with the CCB. Check a contractor's license online at the CCB consumer website: www.oregon.gov/ccb, or you can call 503-378-4621.
- **Review the Consumer Protection Notice (ORS 701.330(1)),** which your contractor must provide to you at the time of contract on a residential structure.
- **Consider using the services of an escrow agent** to protect your interests. Consult your attorney to find out whether your escrow agent will protect you against liens when making payments.
- **Contact a title company about obtaining a title policy** that will protect you from construction lien claims.
- **Find out what precautions, if any, will be taken** by your contractor, lending institution, and architect to protect your project from construction liens.
- **Ask the contractor to get lien waivers or lien releases** from every subcontractor, materials provider, equipment provider, and anyone else the contractor is responsible for paying. Do this before you give your contractor a progress payment.
- **Have a written contract with your contractor.** A written contract is **required** for projects greater than \$2,000. An original contractor that fails to provide a written contract as required by law, may not place a construction lien against the owner's property.
- **If you receive a Notice of Right to Lien, ask for a statement of the reasonable value of the materials, labor, equipment, or services** provided to your project from everyone who sends you a Notice of Right to Lien. If the information is not provided in a timely manner, the sender of the Notice of Right to Lien may still be able to file a construction lien, but will not be entitled to attorney fees.
- **When you pay your contractor, write checks made jointly payable to the contractor, subcontractors, materials, equipment, or services providers.** The checks name both the contractor and the subcontractor, materials or equipment provider. The checks can only be cashed if **both** the contractor and the subcontractor, materials or equipment provider endorses it. Be aware that many banks will not accept checks made payable to multiple parties unless each party appears at the bank with government-issued identification at the time of deposit. Your contractor may wish to check with its bank and advise whether this is an option.
- **Should you have a dispute with your contractor,** you may be able to file a complaint with the CCB and be reimbursed in whole or in part from the contractor's bond. For more details about help available through the agency, write to the CCB at PO Box 14140, Salem, OR 97309-5052 or call 503-378-4621.
- **Consult an attorney.** If you do not have an attorney, consider contacting the Oregon State Bar Referral Service at 503-684-3763 or 1-800-452-7636.

Signing this Information Notice verifies only that you have received it. Your signature does not give your contractor or those who provide material, labor, equipment, or services, any additional rights to place a lien on your property.

Job Site Address: 39250 Pioneer Road

CONTRACTOR: CCB#: _____

Damien Carre

Print Name (as it appears on contract)

12/06/2021

Signature

Date

PROPERTY OWNER: _____

Thomas Fisher

Print Name (as it appears on contract)

Signature

Date