



The Care of Trees, Inc.
2371 S. Foster Avenue
Wheeling, IL 60090-6510
Phone: (847) 394-3903 Fax: (847) 394-9709
Email: twimmer@thecareoftrees.com



Client

7/22/2013

DANA POINT CONDOMINIUM
ASSOC.
C/O LIEBERMAN
MANAGEMENT SERVICES
25 Northwest Point Blvd
Elk Grove Vlg, IL 60007-1056

Proposal #: 20031398-00000143
Account #: 2445820
Work: (847) 228-5176
Fax: (847) 228-5190
Email: LRAY@LMSNET.COM

Plant Health Care

Tree Pruning and Surgery

- | | | |
|---|---|----------|
| <input checked="" type="checkbox"/> Tree Pruning | Summer | \$370.00 |
| <input checked="" type="checkbox"/> 1415 Building | | |
| | <i>Remove to near ground level the storm damaged elm near tennis court and grind stump.</i> | |
| | <i>Prune off storm damaged branch on crabapple near tennis court.</i> | |
| | <i>Prune spruce across from 1415 entrance to remove dead top of tree back to live branches.</i> | |
| <input checked="" type="checkbox"/> Yes, please schedule the services marked above. | | |

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 This proposal may be withdrawn if not accepted within 30 days.

Tim Wimmer

Your Arborist: Tim Wimmer

Yvette Ray ASAGET
Authorizing Signature

7/7/06 13

Date

Client Care 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 Pruning and Surgery

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

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 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 insect and disease, greater tolerance to drought stress, increased vigor, 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. We will not assume liability for any accident, damage or injury that may occur on the ground or to any other object or structure. 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 OBJECTS: We will request that the property owner or agent and, if required, the underground location service entity, properly identify any underground utilities or objects in the work area. Provided such request is made, we will not be responsible or liable for any damage or repair as a result of any underground utilities or objects not correctly identified or properly marked.

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



CONDOMINIUM ASSOCIATION
1519 EAST CENTRAL ROAD
ARLINGTON HEIGHTS, ILLINOIS 60005
(847) 228-5176 • Fax (847) 228-5190

July 29, 2013

The Care of Trees
Attn: Tim Wimmer
2371 S. Foster Avenue
Wheeling, IL 60090 0554

**RE: THE DANA POINT CONDOMINIUM
ASSOCIATION**

Dear Tim Wimmer,

Thank you for submitting your proposal for the tree pruning/storm clean-up and Bagworm treatment. The Board of Directors has approved your bid based on the proposal submitted and the specifications provided. Enclosed is a copy of the fully executed contract. It is the vendor's responsibility to:

1. Obtain any necessary permits from the appropriate governmental agencies .
 2. Forward a Certificate of Insurance to the Property Manager. The certificate must include the Association as the Certificate Holder. Lieberman Management Services, Inc. and all managed Associations and Cooperatives under contract must be listed as the additional insured. Worker's Compensation Insurance of at least \$500,000.00 and General Liability of at least \$1,000,000.00/\$2,000,000.00 is required.
 3. Payment cannot be made until we receive a W-9 form.
 4. If the invoice amount exceeds \$5,000.00, a Waiver of Lien is required.

Work cannot commence until the Certificate of Insurance and any necessary permits are received.

In order to receive payment, you must be enrolled in the LMS Preferred Vendor Program . If you have not already been approved as a Preferred Vendor , please enroll at www.LiebermanManagement.com . Just locate the "I am a Vendor" tab to open tab "Vendor Program" and select "Complete Application". You will be able to complete the application on -line and will be required to remit a nominal processing fee of \$100. Once approved, your company name can be added to our [LMS Vendor Database](#), which is used by Property Managers to select vendors .

We look forward to working with you.

Sincerely,

LIEBERMAN MANAGEMENT SERVICES INC. as
Agent

Lisette Ray