

Resolution No. R-07-2025
Adopted: March 12, 2025

A Resolution of the Mayor and Council of the Town of Kensington Authorizing a Contract with Mulheron Tree Experts, Inc., for Soil Care Fertilization and Tree Pest Management for certain trees within Town Parks and the Public Right-of-Way.

WHEREAS, pursuant to Chapter II, "Government and Administration", Article 4, "Purchasing and Contracts", Section 2-405, "Professional Services Contracts", the Council may decide by an extra-majority vote (defined as one more than a majority of those present and voting) to authorize the Town Manager to enter into negotiated procurement for professional services rather than advertise; and

WHEREAS, the Town requested a proposal from Mulheron Tree Experts, Inc., for Soil Care Fertilization and Tree Pest Management for certain trees located within Town Parks and the Public Right-of-Way; and

WHEREAS, Mulheron Tree Experts Inc., provided a Contract proposal to the Town for services related to Soil Care Fertilization and Tree Pest Management (Attachment A); and

WHEREAS, the Mayor and Council have determined that it is in the public interest to authorize the Town Manager to enter into a contract with Mulheron Tree Experts Inc., for the contract price of \$16,525.00, on the terms and conditions as set out in the attached Agreement.

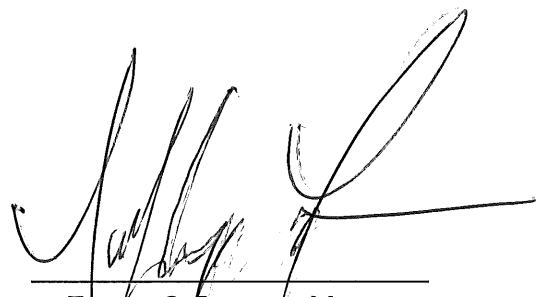
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Kensington, Maryland, that the Town Manager be and is hereby authorized to enter into a contract in substantially the form attached, with a contract price not to exceed \$16,525.00, with Mulheron Tree Experts Inc., for Soil Care Fertilization and Tree Pest Management.

Adopted by the Town Council this 12th day of March, 2025.

Effective this 12th day of March, 2025.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: 
Susan C. Engels, Clerk – Treasurer


Tracey C. Furman, Mayor



MULHERON TREE EXPERTS, INC.
 10563 METROPOLITAN AVENUE
 KENSINGTON, MD 20895
 Maryland Tree License #715



Office: (301) 942-6700
 Fax:

PROPOSAL ATTACHMENT A

March 7, 2025
Page 1

MATT HOFFMAN
 TOWN OF KENSINGTON
 3710 MITCHELL STREET
 KENSINGTON, MD 20895

Home:
 Office: 301-949-2424
 Mobile: 301-221-7425
 Fax: 301-949-4925

Proposal #: 34402
 Proposal Date: 3/7/2025
 Customer #: 11525
 SalesRep: ED

Item#	Quantity	Description of Services	Item Amount
1		GRAPE MYRTLE ST. PAUL PARK GRAPE MYRTLE TREES. TREAT FOR SCALE AND SOOTY MOLD.	<input type="text"/> Initial to Accept
2		SPECIFIED TREES TREES AT REINHARDT PARK AND TOWN HALL. TREAT FOR FUNGAL ISSUES AND INSECT PREVENTION.	<input type="text"/> Initial to Accept
3		GRAPE MYRTLE KENNEDY PARK GRAPE MYRTLE TREES. TREAT FOR SCALE AND SOOTY MOLD.	<input type="text"/> Initial to Accept
4		WILLOW OAK TREE ALL WILLOW OAK TREES ON CONNECTICUT AVENUE TREAT FOR FUNGAL ISSUES AND INSECT PREVENTION.	<input type="text"/> Initial to Accept
5		DOGWOOD TREE KENNEDY PARK AND ST. PAUL PARK. FERTILIZE ALL THE DOGWOOD TREES WITH ORGAINC GRANULAR 10-10-10.	<input type="text"/> Initial to Accept
6		PIN OAK TREE ST. PAUL PARK PIN OAK TREES AND REINHARDT PARK PIN OAK TREES. TREAT FOR FUNGAL ISSUES AND INSECT PREVENTION.	<input type="text"/> Initial to Accept
7		CHERRY TREE ST. PAUL PARK - ALL CHERRY TREES AND PLUM TREES AND REINHARDT PARK ALL CHERRY TREES AND PLUM TREES. TREAT FOR FUNGAL ISSUES AND INSECT PREVENTION.	<input type="text"/> Initial to Accept
8	3	ASH TREE ST. JOSEPH'S PARK - 3 ASH TREES. TREAT FOR FUNGAL ISSUES AND INSECT PREVENTION.	<input type="text"/> Initial to Accept
9	3	WILLOW OAK TREE ST. PAUL PARK AND EARNEST PARK - 3 WILLOW OAK TREES. TREAT FOR FUNGAL ISSUES AND INSECT PREVENTION.	<input type="text"/> Initial to Accept
10		JOB TOTAL	16,525.00 <input type="text"/> Initial to Accept



MULHERON TREE EXPERTS, INC.
 10563 METROPOLITAN AVENUE
 KENSINGTON, MD 20895
 Maryland Tree License #715



Office: (301) 942-6700
 Fax:

PROPOSAL

March 7, 2025
 Page 2

Proposal #: 34402

Proposal Total: \$16,525.00

Acceptance of Proposal:

I have read and understand the above provisions, specifications, prices, and, "terms and conditions" on reverse, all of which are hereby accepted. MTE is authorized to do the work as specified. Acceptance after thirty (30) days from Proposal Date above becomes an offer which MTE may reject at its sole discretion.

****MTE WILL TAKE PRECAUTIONS TO PROTECT TURF, LANDSCAPING AND PAVED SURFACES, HOWEVER DUE TO THE NATURE OF TREE WORK AND THE NEED TO USE HEAVY EQUIPMENT, COLLATERAL DAMAGE SOMETIMES OCCURS. MTE WILL NOT BE RESPONSIBLE FOR REPAIRING OR REPLACEMENT OF AFOREMENTIONED ITEMS AS A RESULT OF ROUTINE TREE PRUNING AND REMOVAL.****

Customer: _____ Date: _____

MTE/BY: W. Mulheron Date: March 7, 2025

*Should you have any questions, or if you wish to make any changes to this Proposal, please do not hesitate to call us.
 Please sign and return as soon as possible to Schedule work.*



MULHERON TREE EXPERTS, INC.
10563 METROPOLITAN AVENUE
KENSINGTON, MD 20895
Maryland Tree License #715



Office: (301) 942-6700
Fax:

PROPOSAL

March 7, 2025

Page 3

Proposal #: 34402

TREE SERVICE CONTRACT

1. Pruning Standards and Law

Mulheron Tree Experts, Inc. (MTE) warrants that all pruning work specified under the "scope of work" adheres to guidelines set forth by American National Standard for Tree Care Operations - Standard Practices, ANSI A300. MTE operates with the supervision of a Maryland Licensed Tree Expert and follows all laws pertaining to licensed tree experts as outlined in COMAR 08.07.07 under the authority of the Maryland Department of Natural Resources, Natural Resources Article §5-415-5-423.

2. Unforeseen Foreign Matter

The Customer agrees to pay MTE on a time and materials basis, according to its current schedule of rates, for any additional work required to complete the job or time lost occasioned by cement, concrete or metal objects in the tree trunk or limbs; active hornet or wasp nests or bee hives; rock, unmarked pipes, electrical lines encountered or any other underground utility including, but not limited to, irrigation systems, night lighting, invisible fences and cable television lines; or any other conditions not apparent in estimating the work specified. MTE will make good faith efforts to advise the Customer of expenses resulting from unforeseen foreign matter prior to incurring additional expense for same.

3. Insurance

MTE is currently insured for liability resulting from injury to persons or property and that all employees are covered by workers' compensation. Upon request to MTE, its insurance agent will supply a certificate of insurance directly to the customer. MTE warrants that it is licensed by the State of Maryland (License No. 715) and that it maintains an ISA Certified Arborist on staff.

4. Lawn and Ground Covers

MTE always attempts to minimize disturbance to the Customer's lawn and ground covers. The Customer understands that, unless specifically provided for herein, any repairs to such surfaces are not included in the contract price. Further, the Customer is aware that access to the Customer's property may require heavy equipment to pass over the driveway, other paved surfaces, pipes, drains and wires. The Customer assumes all responsibility for any damage to such paved surfaces and/or buried utilities caused by operation of equipment in the performance of the job. The Customer's responsibility shall not extend to damage to the Customer's residence or other structures, damage to which will be the responsibility of MTE.

5. Property Lines, Tree Ownership and Permits

It is the responsibility of the Customer to identify property lines and determine tree ownership. The Customer warrants that all trees upon which work is to be performed either (1) belong to the Customer or (2) that the Customer has obtained authorization to permit work on said trees (including any trees that straddle a property line). MTE is not a surveyor and does not warrant the ownership of any particular tree and completely relies on the representations of homeowner in that regard. The Customer agrees to indemnify and hold harmless MTE in any dispute concerning unauthorized work on any trees. Further, it is the responsibility of the Customer to obtain any necessary permit(s) that may be required by any federal, state, county or local government, agency, municipality, homeowners association, condominium association or other citizens association. Any fines, assessments or other fees or costs resulting from the Customer's failure to inform MTE of any necessary permit or authorization are exclusively the responsibility of the Customer.

6. Schedule Delays

MTE shall use its best efforts to meet performance dates but shall not be held liable for damages resulting from delays because of inclement weather or any other cause beyond its control; nor shall the Customer be relieved of performance because of delays.

7. Hold Harmless

Recognizing that MTE is taking all reasonable precautions to secure and safely remove trees from the Customer's property, the Customer agrees to hold MTE, its employees and subcontractors harmless in the event of any incident or unforeseen occurrence not attributable to negligence on their behalf.

8. Terms of Payment

Payment is due upon completion of work. A FINANCE CHARGE of 1½ % per month will be applied to any post due balance (annual percentage rate 18%). Should default in payment result in legal action, all costs of collection, including reasonable attorney's fees, shall become a proper charge hereto.

A 3% processing fee will be added to any payments made by VISA/MasterCard.