



# ARBORSCIENCE

SOUND TREE ADVICE

P.O. Box 111 • WOODACRE, CA 94973 • (415) 419-5197 • KENT.JULIN@GMAIL.COM

## WORK ORDER AND AGREEMENT

Client: Dan Zaich, Senior Director of Facilities  
San Rafael City Schools  
320 Nova Albion, San Rafael, CA

Date: 7/28/17

Location of Work: San Rafael High, Terra Linda High, San Pedro Elementary Schools

Scope of Work: Provide tree-consultation services for trees growing on the San Rafael High, Terra Linda High, and San Pedro Elementary School campuses near proposed new buildings shown on Hector DeLeon's email dated 7-24-17. Evaluate tree health and safety, and then provide 3 reports of findings including maps.

Estimated Fee: \$1,200

Estimated Completion Date: 2 weeks following written authorization to proceed.

Fees will be charged in accordance with the attached schedule of charges.

In the absence of specific arrangements to the contrary, monthly invoices are submitted. Said invoices are due and payable when rendered. If, after a period of thirty days, said invoice remains unpaid, a Service Charge will be added at the rate of 1% per month (Annual Percentage Rate 12%) from the date of invoice until paid. If suit or action must be instituted to collect any sum due, owing and unpaid, Client shall be also liable for such sums as the Court may adjudge reasonable for attorney's fees and/or other costs involved in said suit or action. It is expressly agreed and understood that venue for such suit or action shall be at the discretion of Arborscience. In a Court of competent jurisdiction located within the County of Marin, State of California. Arborscience may, at its option, withhold delivery of any or all maps, plans, specifications, reports or other data pending receipt of payment for all services rendered. Arborscience reserves its lien and/or stop notice rights in addition to all other legal remedies provided for herein or otherwise provided by law. This agreement shall be deemed entered into when it is received at the offices of Arborscience duly signed and dated by Client. The parties hereto acknowledge that they have read and fully understand the matters on the reverse side hereof, that said matters are part hereof and, that said matters are agreed to by the parties hereto.

**ARBORSCIENCE**

**AUTHORIZED**

By: \_\_\_\_\_

Kent R. Julin, Ph.D., Principal

By: \_\_\_\_\_

Date: 7/28/17

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**Schedule of Charges:**

Principal Arborist/Forester (Basic Rate) .....\$160.00 per hour

Office Support.....\$80.00 per hour

Travel time to and from the job site is charged in accordance with foregoing schedule.

Requested Work Outside of Normal Business Hours will be one-and-one-half (1.5) times the above hourly rates (2 hour min.)

Personnel charges are subject to change after January 1, 2018.

**Miscellaneous Charges:**

Special or outside services (including laboratory tests) are charged at cost plus 15 percent.

Extra copying of work already completed is charged on a time-and-expense basis. Minimum charge: \$10.00.

**Fees:**

In the absence of specific arrangements to the contrary, the Client shall pay the cost of outside professional services including soil testing, aerial mapping, checking and inspection fees, application and permit fees, and bond or insurance premiums.

**Scope of Services:**

Arborscience makes no warranty, either express or implied, as to its findings, recommendations, specifications, or professional advice.

Arborscience will diligently proceed with the work as contracted and will submit such reports, plans, maps, and specifications in a timely manner, but is expressly agreed and understood that Arborscience shall not be held responsible for delays occasioned by factors beyond its control, nor by factors which could not have been reasonably foreseen at the time of the execution of this agreement.

The Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates used for this agreement.

In the event that the Client requests termination of the work prior to completion, Arborscience reserves the right to complete such analyses and records as may be necessary to place our files in order and, where considered necessary to protect our professional reputation. A charge to cover the cost thereof in an amount not to exceed 10% of all charges to date of termination may be made at its discretion.

In the event that the Client fails to pay Arborscience promptly, or within 45 days after invoices are rendered, Arborscience reserves the right to stop work as contracted and not resume work until all outstanding sums are paid.

All original field notes, calculations, and other original documents as instruments of service are and shall remain the property of Arborscience except where by law or precedent these documents become public property.

**Limitation on Liability:**

The Client agrees to defend, indemnify and hold Arborscience, its employees or sub-consultants harmless from any and all claims, judgments, and liabilities, real or alleged, in connection with the performance of work by any person or entity on Client's project excepting liability having no other cause than the sole negligence of Arborscience. The Client further agrees and understands that in no event shall Arborscience's, its employees', or subconsultants' liability to the Client and to all contractors, sub-contractors, agents and employees of the Client on the project be greater than the fees paid to Arborscience for services rendered in connection with the Client's project and the Client expressly agrees to said limitation of liability and that said limitation shall apply regardless of whether the alleged negligence of Arborscience is deemed to be active, passive, or gross.