

ACORN

ARBORICULTURAL SERVICES INC.



December 28, 2017

Christian Valley Park, CDS
c/o Gerry LaBudde
P.O. Box 6857
Auburn, CA 956504

RE: *Scope of Service and Fee Proposal for Consulting Arborist Services
Christian Vailey Reservoir, 5174 Westridge Circle, Auburn:*

At your request, we are providing a proposal to conduct a field inventory and prepare an Arborist Report and Inventory Summary for the Project Site in Auburn California. Acorn Arboricultural Services, Inc. is pleased to provide for your information and approval the following scope of services, fee proposal, and Arborist's Consulting Agreement for consulting arborist services to be provided for the referenced project site.

SCOPE OF SERVICES

Scope of services will include an inventory/arborist report of the approximately 100 native trees on the Project Site. The trees have been identified with a metal tag and the number will be written next to the corresponding location on the site map provided Any trees that have not been located will be rough plotted on the site map. Tree species, conditional information, notable characteristics, and maintenance recommendations will be included.

FEE PROPOSAL FOR INITIAL SERVICES

Costs to complete the field inventory effort and preparation of the written report and inventory summary will be billed on a project basis of \$1400.00, not to exceed without prior authorization.

If this proposal meets with your approval, please indicate your authorization to proceed by signing and returning to our office the Arborist's Consulting Agreement which has been included with this proposal. Thank you for your consideration, and I look forward to working with you on this project site. Please feel free to give me a call if you have any questions or require additional information.

Very truly yours,

Wayne McKee
ISA Certified Arborist WE 0959A
ISA Tree Risk Assessment Qualified
B S Forestry, Humboldt State University

ACORN ARBORICULTURAL SERVICES, INC.
Consulting Arborist's Agreement

This Agreement is between:

Christian Valley Park, CDS
c/o Gerry LaBudde
P.O. Box 6857
Auburn, CA 95604
hereinafter called "Client"

and

ACORN ARBORICULTURAL SERVICES, INC.
631 Commerce Dr. Ste# 200
Roseville, California 95678

hereinafter called "Consultant"

PROJECT DESCRIPTION / LOCATION:

Christian Valley Reservoir
5174 Westridge Circle
Auburn, CA 95602

Placer County APN 077-215-006-000

SCOPE OF SERVICES:

Consultant agrees to perform the following services: An Inventory/arborist report of the approximately 100 native trees located on site, meeting the definition in Placer County's Tree Preservation Ordinance. The trees have been identified with a metal tag for identification, and will be written next to the corresponding location on the site map provided. Any trees that have not been located will be rough plotted on the site map. Tree species, conditional information, notable characteristics, and maintenance recommendations will be included.

COMPENSATION:

Client agrees to compensate Consultant for such services as follows: Scope of services will be billed on a project basis \$1400.00, not to exceed without prior authorization.

Client acknowledges having read and agrees to the GENERAL CONDITIONS printed on the reverse side of this document which are incorporated herein and made a part of this agreement and apply to all services performed by Consultant. If this document is attached to another form of agreement whose terms and conditions deviate from the GENERAL CONDITIONS printed on the reverse side of this document the GENERAL CONDITIONS printed on the reverse side of this document shall prevail and supersede any other terms and conditions.

Client: CHRISTIAN VALLEY PARK, CDS

ACORN ARBORICULTURAL SERVICES, INC.

By: Don S. Elias

Printed Name: DON S. ELIAS

Its: Christian Valley Park, CSD General Mgr.

Dated: 1-9, 2018

By: Wayne McKee

Wayne McKee

ISA Certified Arborist WE 0959A, 1992

ISA Tree Risk Assessment Qualified, 2017

B S Forestry, Humboldt State University, 1983

Dated: December 28, 2017

GENERAL CONDITIONS

1. **Arborists Disclosure:** Arborists are tree specialists who use their education, knowledge, training and experience to examine trees, recommend measures to enhance the beauty and health of the trees and attempt to reduce the risk of living near trees. Arborists cannot detect every condition that could possibly lead to the structural failure to a tree. Since trees are living organisms, conditions are often hidden within the tree and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specific period of time. Likewise, remedial treatments cannot be guaranteed. Trees can be managed but they cannot be controlled. To live near trees is to accept some degree of risk and the only way to eliminate all risk associated with trees is to eliminate all of the trees.
2. Where the treatment, pruning and/or removal of trees are involved, it is the Client's responsibility to advise Consultant of any issues regarding property boundaries, property ownership, site lines, disputes between neighbors and other related issues.
3. Client understands and acknowledges that the project in question poses certain risks to the Consultant and the Client. Client further understands and acknowledges that the amount of risk that Consultant can accept is tied, in part, to the amount of compensation received for services rendered. Consultant's fee for the services offered is based on Client's agreement to limit Consultant's liability. Client further acknowledges that were it not for this promise to limit Consultant's liability, Consultant's fee for services would need to be increased to address the increased risks. Based thereon, Client agrees that, to the fullest extent permitted by law, Consultant's total liability to Client for any and all injuries, claims, liabilities, losses, costs, expenses or from any cause or causes including, but not limited, Consultant's negligence, errors, omissions or breach of contract, shall not exceed \$25,000.00, or the amount of the Consultant's fee, whichever is greater. This limitation of liability shall apply to Client's direct claims and Client's claims arising out of third parties. This limit applies to all services on this project, whether provided under this or subsequent agreements.
4. Consultant shall invoice Client periodically for the services rendered. Client shall pay such invoices upon receipt. If invoices are not paid within 30 days, a late payment shall be charged of 1½ percent per month.
5. Consultant shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. No warranty, representation or guarantee, express or implied, is intended by this agreement.
6. Services provided under this agreement, including all reports, information or recommendations prepared or issued by Consultant, are for the exclusive use of the Client for the project specified herein. No other use is authorized under this agreement. Client will not distribute or convey Consultant's reports or recommendations to any other person or organization other than those identified in the project description without Consultant's written authorization. Client releases Consultant from liability and agrees to defend, indemnify and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution.
7. Consultant is not responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under the direct control of the Consultant, nor responsible for their acts or omissions or for any damages resulting therefrom.
8. Client and Consultant agree to mediate any claims or disputes arising out of this agreement, before initiating any litigation. The mediation shall be conducted by a mediation service acceptable to the parties. The parties shall make a demand for mediation within a reasonable time after a claim or dispute arises and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees would be shared equally. In the event that mediation does not resolve the issue, the parties agree to proceed through binding arbitration. The prevailing party in such proceeding shall be entitled to a reasonable sum for attorneys' fees and expert witness' fees.
9. Client agrees to indemnify, defend and hold harmless Consultant from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the project and/or this agreement, except to the extent that said damages or losses are caused by Consultant's sole negligence or willful misconduct.
10. If, during the course of performance of this agreement, conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this agreement, Consultant shall notify Client in writing of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this agreement. If amended terms and conditions cannot be agreed upon within 30 days after notice, Consultant may terminate this agreement and be compensated under paragraph 4 in this agreement.
11. This agreement may be terminated by either party upon 10 days' notice sent first class mail. In the event of a termination, Client shall pay for all reasonable charges for work performed by Consultant through the 10th day after mailing the notice of termination. The limitation of liability and indemnity obligations of this agreement shall be binding notwithstanding any termination of this agreement.
12. This agreement is the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, statements or agreements, either written or oral. This agreement may only be amended by writing signed by both parties.
13. In the event that any term or provision in this agreement is found to be unenforceable or invalid for any reason, the remainder of this agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
14. Neither Client nor Consultant shall assign this agreement without the written consent of the other.
15. Nothing in this agreement shall create a contractual relationship for the benefit of any third party.