



January 13, 2016

Anita Ashton, Engineer III  
City of Camas  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

**RE: NW Leadbetter Dr. Street Improvements Phase 1 - City Project # S-454C  
Mitigation Activities Years 6-10**

Dear Ms. Anita Ashton,

As per your request, The Resource Company, Inc. (TRC) has prepared an amendment to the current agreement to conduct mitigation activities for City Project #S-454C. Mitigation activities requested by the City include plant installation, five years of site maintenance, irrigation, site monitoring, and a project contingency fund. The requested services are to ensure the site meets the required performance standards by the end of the 10-year monitoring period (2020). Tasks to be completed by TRC are as follows:

- 1) Re-plant the wetland creation and enhancement areas - February, 2016.
- 2) Conduct monthly site maintenance operations - April thru November, 2016-2020.
- 3) Irrigation for new plantings - Summer 2016.
- 4) Monitoring Report Submittal years 7 and 10 (2017 and 2020).
- 5) Monitoring Memos years 6, 8 and 9 (2016, 2018, and 2019).
- 6) Project Contingency Fund.

Details of work to be conducted and the costs associated with these tasks are detailed below:

**Task 1: 2016 Re-planting**

Planting will be completed no later than February 28, 2016, when bare root stock is dormant. Species susceptible to herbivory will be equipped with browse protection. Mulch will be applied around all installed plants. All materials and labor to complete this task is included in cost.

<b>1,270 bare root woody plants @ \$7.50/plant installed:</b>	<b>\$ 9,525.00</b>
<b>City of Camas Sales Tax (8.4%):</b>	<b>\$ <u>800.10</u></b>
<b>2016 Planting Total:</b>	<b>\$ 10,325.10</b>

**Task 2: Site Maintenance 2016-2020**

The site will be maintained, as stated in the Year 5 monitoring report, during the growing seasons of 2016-2020. Eight site visits will be conducted each year to control reed canarygrass, thistle, and birdsfoot trefoil. All other invasive species identified will also be controlled using approved eradication methods. All materials and labor to complete this task is included in cost.

**Yearly Site Maintenance**

**Commercial Applicator (Aquatics Endorsed):** \$ 1,280.00

**Mechanical Maintenance:** \$ 2,880.00

**Yearly Site Maintenance Total:** \$ 4,160.00

x 5 yrs

**5 Years of Site Maintenance:** \$ 20,800.00

**City of Camas Sales Tax (8.4%):** \$ 1,747.20

**2016-2020 Maintenance Total:** \$ 22,547.20

**Task 3: Irrigation (July – October, 2016)**

TRC will complete irrigation site visits (July – October, 2016) to hand water new plantings to ensure establishment. 2,000 gallons of water will be dispersed throughout the mitigation areas during each site visit. Water will be applied directly to the base of each installed plant.

**Hand Irrigation** \$ 4,520.00

**City of Camas Sales Tax (8.4%):** \$ 379.68

**Total Irrigation:** \$ 4,899.68

**Task 4: Monitoring Report Submittal (Years 7 and 10)**

TRC will complete the necessary requirements for submittal of the monitoring reports to the COE and the City of Camas. Three site visits will be completed per monitoring year to monitor soil conditions and hydrology in the Creation area and plant survivability throughout the mitigation areas. Additional monitoring will assess the aerial coverage of invasive species. Hydrology monitoring will be completed during two site visits in the spring of each monitoring year. Plant survivability and invasive species coverage assessments will be conducted in the late summer. A report documenting the site inspections will be prepared and submitted to the appropriate agencies in the fall after review from City of Camas Engineers. Year 10 monitoring will include a site visit with the COE.

**Year 7 - 25 hrs @ \$95/hr:** \$ 2,375.00

**Year 10 - 30 hrs @ \$95/hr:** \$ 2,850.00

**Monitoring Total:** \$ 5,225.00

**Task 5: Monitoring Memo Submittal (Years 6, 8, and 9)**

Site visits will be conducted to determine plant survivability and invasive species coverage. Additional plantings or an increase in invasive species control will be identified at this time. The memo will be submitted to the City by early fall each year.

**Monitoring Memo Submittal**

**Years 6, 8, and 9 – 14 hrs/year @ \$95/hr** \$ 3,990.00

**Task 6: Project Contingency Fund**

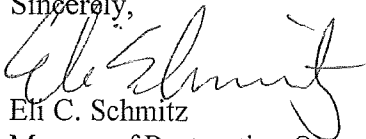
Provide additional services, on an as-need basis, when approved and authorized by the City. Authorization by the City shall be written, which may be an email notification.

**Contingency Fund:**

**\$ 10,000.00**

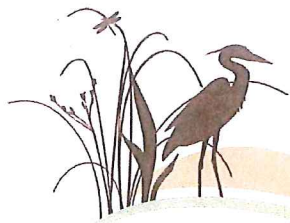
Based on our understanding of the project and what is required by federally issued permits, the total cost of the above described mitigation activities shall not exceed **\$ 56,986.98**. Task 6 costs are not to be used without prior authorization. If you have any questions or comments concerning this project please feel free to contact me at (360) 693-4555 or email [GIS@trc-inc.org](mailto:GIS@trc-inc.org).

Sincerely,



Eli C. Schmitz

Manger of Restoration Operations



# The Resource Company, Inc.

ENVIRONMENTAL SERVICES • GIS • HABITAT RESTORATION

8415 NE 8<sup>th</sup> Avenue, Vancouver, WA 98665  
Phone (360) 693-4555 Fax (360) 699-6242

## Environmental Services Agreement

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The Resource Company, Inc., hereinafter referred to as "TRC", agrees to provide environmental services for The City of Camas, hereinafter referred to as "Client", upon the following terms and conditions.

1) **Description of Services:** Environmental services to be provided are outlined as follows:

a) **Task 1: 2016 Re-planting**

Planting will be completed no later than February 28, 2016, when bare root stock is dormant. Species susceptible to herbivory will be equipped with browse protection. Mulch will be applied around all installed plants. All materials and labor to complete this task is included in cost.

<b>1,270 bare root woody plants @ \$7.50/plant installed:</b>	<b>\$ 9,525.00</b>
<b>City of Camas Sales Tax (8.4%):</b>	<b>\$ 800.10</b>
<b>2016 Planting Total:</b>	<b>\$ 10,325.10</b>

b) **Task 2: Site Maintenance 2016-2020**

The site will be maintained, as stated in the Year 5 monitoring report, during the growing seasons of 2016-2020. Eight site visits will be conducted each year to control reed canarygrass, thistle, and birdsfoot trefoil. All other invasive species identified will also be controlled using approved eradication methods. All materials and labor to complete this task is included in cost.

**Yearly Site Maintenance**

<b>Commercial Applicator (Aquatics Endorsed):</b>	<b>\$ 1,280.00</b>
<b>Mechanical Maintenance:</b>	<b>\$ 2,880.00</b>
<b>Yearly Site Maintenance Total:</b>	<b>\$ 4,160.00</b>

**x 5 yrs**

<b>5 Years of Site Maintenance:</b>	<b>\$ 20,800.00</b>
<b>City of Camas Sales Tax (8.4%):</b>	<b>\$ 1,747.20</b>
<b>2016-2020 Maintenance Total:</b>	<b>\$ 22,547.20</b>

c) **Task 3: Irrigation (July – October, 2016)**

TRC will complete irrigation site visits (July – October, 2016) to hand water new plantings to ensure establishment. 2,000 gallons of water will be dispersed throughout the mitigation areas during each site visit. Water will be applied directly to the base of each installed plant.

<b>Hand Irrigation</b>	<b>\$ 4,520.00</b>
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<b>City of Camas Sales Tax (8.4%):</b>	<u>\$ 379.68</u>
<b>Total Irrigation:</b>	<b>\$ 4,899.68</b>

**d) Task 4: Monitoring Report Submittal (Years 7 and 10)**

TRC will complete the necessary requirements for submittal of the monitoring reports to the COE and the City of Camas. Three site visits will be completed per monitoring year to monitor soil conditions and hydrology in the Creation area and plant survivability throughout the mitigation areas. Additional monitoring will assess the aerial coverage of invasive species. Hydrology monitoring will be completed during two site visits in the spring of each monitoring year. Plant survivability and invasive species coverage assessments will be conducted in the late summer. A report documenting the site inspections will be prepared and submitted to the appropriate agencies in the fall after review from City of Camas Engineers. Year 10 monitoring will include a site visit with the COE.

<b>Year 7 - 25 hrs @ \$95/hr:</b>	<b>\$ 2,375.00</b>
<b>Year 10 - 30 hrs @ \$95/hr:</b>	<u><b>\$ 2,850.00</b></u>
<b>Monitoring Total:</b>	<b>\$ 5,225.00</b>

**e) Task 5: Monitoring Memo Submittal (Years 6, 8, and 9)**

Site visits will be conducted to determine plant survivability and invasive species coverage. Additional plantings or an increase in invasive species control will be identified at this time. The memo will be submitted to the City by early fall each year. Monitoring Memo Submittal

<b>Years 6, 8, and 9 – 14 hrs/year @ \$95/hr</b>	<b>\$ 3,990.00</b>
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**f) Task 6: Project Contingency Fund**

Provide additional services, on an as-need basis, when approved and authorized by the City. Authorization by the City shall be written, which may be an email notification.

<b>Contingency Fund:</b>	<b>\$ 10,000.00</b>
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Hours for each project may exceed stated hours only with prior approval of the contracting officer.

- 2) **Fees:** TRC estimates that the amount to be charged for the services described above (a-f) shall not exceed **\$ 56,986.98**. However, said amount is an estimate only and has been given as a guide to the Client. The Client agrees and understands that such estimate is approximate only and is subject to change depending on conditions encountered during the course of furnishing said services. The actual amount due shall be the number of hours worked times the current billing rate of **\$7.50 per plant** installed, **\$45.00 per hour** for Operator and mechanical maintenance, **\$80.00 per hour** for Applicator, and **\$95.00 per hour** for monitoring for each contracted officer. In addition, the Client agrees to pay all costs and expenses incurred by the TRC on the Client's behalf.
- 3) **Payment:** TRC shall submit monthly invoices, or at longer intervals as TRC sees fit. Client agrees to pay all invoices within thirty (30) days of receipt. In the event payment is not made as agreed, Client agrees to pay interest of 1.5% per month on any unpaid balance, and to pay a \$5.00 charge for any rebilling of any overdue amount, or the handling of any check returned due to insufficient funds.
- 4) **Changes:** Any modification of the services to be performed by TRC shall be contained in a written amendment, signed by TRC and Client. Notwithstanding the absence of a written amendment, Client agrees to pay for reasonably necessary, increased or additional services due to any change in government regulations or procedures.

- 5) **Integration:** This agreement is the complete and fully integrated agreement between the parties. If any part of this agreement should be determined to be unenforceable, then the remaining provisions of this agreement shall remain in full force and effect.
- 6) **Fees; Venue:** In the event of any action or suit between the parties, arising out to this agreement, including collection of any unpaid fees, the prevailing party shall be entitled to collect its reasonable costs and attorney fees. Venue shall be in Clark County, Washington.
- 7) **Termination of Services:** Either Client or TRC may terminate this contract at anytime, upon fourteen (14) days written notice. In the event of termination of this Agreement, TRC shall be paid for all services rendered up to the date of termination, and shall be paid for all unpaid Additional Services and unpaid Reimbursable Expenses incurred up to the date of termination. Upon termination, TRC will close the job in an orderly fashion and Client shall pay TRC on a time and materials basis for any requests or provision of information as part of the closing procedures.
- 8) **Project Relations:** TRC shall not direct or supervise Contractor or other third parties and will not act as Client's agent, except as specified in the scope of work. The Contractor and/or Client is solely responsible for the means and methods of construction, including job-site safety. TRC is responsible solely for the negligent acts and omissions of its own employee, agents, and subconsultants. TRC is not responsible for the negligent acts or omissions of others, against which the Client will defend and indemnify TRC.

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**Client Authorization**

The terms of this agreement are valid for a period of 30 days after signed by The Resource Company, Inc. By signing below, the Client agrees to the terms and conditions outlined in this Environmental Services Agreement

Client City of Camas

Scott Higgins  
Address:

3/21/14  
Date

Mayor Scott Higgins  
616 NE 4th Ave  
Camas, WA 98607

The Resource Company, Inc., by

Al Schmitt  
8415 NE 8<sup>th</sup> Avenue  
Vancouver, WA 98665  
(360) 693-4555

3/1/2016  
Date