



OLSON
ENVIRONMENTAL LLC
ENVIRONMENTAL SERVICES • GIS • HABITAT RESTORATION

October 9, 2019

Jackie Caldwell
Engineer II – Stormwater
1620 SE Eighth Avenue
Camas, WA 98607

**RE: Water Transmission Main Phase 3
City Project # WS-709H**

Dear Ms. Jackie Caldwell,

As per your request, Olson Environmental, LLC. (OE LLC) has prepared a proposal to conduct maintenance activities for City Project #WS-709H. Mitigation activities requested by the City include site maintenance during the growing seasons of 2020-2024 (April – November) and planting in 2020. Planting will be done in the winter (January-March) of 2020. The requested services are to ensure the site meets the required performance standards by the end of the 5-year monitoring period (2023) and a final site inspection in 2024. Details of work to be conducted and the costs associated with these tasks are detailed below:

Task 1: Installation of Herbaceous Plants

OE LLC will install 1,500 wetland emergent plugs within the wetland 1. Herbaceous plug numbers are based on the results of the 2019 monitoring report and the requirements of the approved mitigation plan. Herbaceous plugs will be acquired from a local nursery and installed prior to March 2020.

Installation of herbaceous plugs (1,500)	\$ 6,000.00
City of Camas sales tax (8.4%)	\$ 504.00
Total:	\$ 6,504.00

Task 2 - Second Year Installation of Shrubs

OE LLC will deliver and install the second-year plantings. A total of 299 bare root scrubs will be delivered to the site and distributed throughout the enhancement areas. Plants will be purchased from a local nursery specializing in native plant stock acquired within 100 miles of the project area. Plants will be equipped with plant protection and weed mats.

Year 2 Plant Installation:	\$ 2,990.00
City of Camas Sales Tax (8.4%)	\$ 251.16
Total:	\$ 3,241.16

Task 3: Site Maintenance

The site will be maintained during the growing seasons of 2020, 2021, 2022, 2023 and 2024 beginning in April of 2020. Eight site visits will be conducted each year to control thistle, birdsfoot trefoil, blackberry, and tansy ragwort. All other invasive species identified will also be controlled using approved eradication methods. OE LLC is licensed and endorsed with the WSDA and is therefore permitted to apply herbicide in aquatic areas.

Yearly Site Maintenance

Maintenance 2020:	\$ 4,000.00
Maintenance 2021:	\$ 4,000.00
Maintenance 2022:	\$ 3,000.00
Maintenance 2023:	\$ 3,000.00
Maintenance 2024:	\$ 3,000.00
City of Camas Sales Tax (8.4%)	<u>\$ 1,428.00</u>
Total:	\$ 18,428.00

Task 4. Remove Plant Protecting Cages

OE LLC will remove all plant protecting cages within the mitigation site in late fall of 2022. All cages will be removed and properly disposed of.

Cage Remove 2022:	\$ 3,000.00
City of Camas Sales Tax (8.4%)	<u>\$ 252.00</u>
Total:	\$ 3,252.00

Task 5: 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:	\$ 7,500.00
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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 \$38,925.16 Task 5 costs are not to be used without prior authorization.

If this proposal is approved, please sign and date the enclosed Service Agreement. Please send a signed copy of the document to OE LLC at the address listed or via e-mailed. Once the signed document has been received, OE LLC will order the plants. Should you have any questions or comments please feel free to contact me at (360) 693-4555.

Sincerely,



Aaron Gibson
Manger of Restoration Operations



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Environmental Services Agreement

Olson Environmental, LLC., hereinafter referred to as "OE LLC", agrees to provide environmental services for The City of Camas, WA. hereinafter referred to as "Client", upon the following terms and conditions.

- 2. Fees:** OE estimates that the amount to be charged for the services described Attachment A shall be approximately \$38,925.16. 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. In addition, the Client agrees to pay all costs and expenses incurred by the OE on the Client's behalf.
- 3. Payment:** OE shall submit monthly invoices, or at longer intervals as OE sees fit. Client agrees to pay all invoices within 30 days of receipt. Any invoice not so paid shall be past due. Consultant may suspend its work due to any past due invoices and withhold all work produced to date. Interest shall be charged on all past due accounts at the rate of 12% per year from the invoice date. After interest has been assessed, all future payments will first be applied to the interest charges, with any balance applied to the invoices. Client agrees to review invoice upon receipt. If client disputes any charge, client agrees to contact consultant within 30 days of date of invoice. If disputes with charges are not raised within 30 days they SHALL BE WAIVED. Client agrees to pay consultant for all other balances while the disputed charges are negotiated, thereby avoiding interest on non-disputed charges.
- 4. Changes:** Any modification of the services to be performed by OE shall be contained in a written amendment, signed by OE 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. Indemnity:** Client shall hold and save consultant harmless from any and all liability, costs, expenses or damages to the work or the project, and for injury or death or damage to property or persons or in connection with the work or the project, arising out of the acts or omissions of client, its employees, agents, subcontractors, or otherwise arising out of the performance of the work, including, but not limited to, the presence of

City of Camas Project #WS-709H

222 E Evergreen Blvd Vancouver, WA 98660 ~ Phone 360.695.1385 ~ Fax 360.695.8117

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any hazardous materials or pollution on the property, excepting only as such may arise due to the sole negligence of consultant. Client's duty to indemnify for damages arising out of bodily injury to persons or damage to property caused by the concurrent negligence of consultant and owner shall apply only to the extent of the negligence of client. Client shall hold and save consultant harmless from any and all liability, costs, expenses, damages, fines or other fees, including attorney fees, arising out of any act, omission, directive or order client, its agents, employees or subcontractors, in the performance of the work, which acts or omissions are in violation of or not in compliance with any federal, state, local or other public agency permit, regulation, or law, including but not limited to those pertaining to the protection of the environment, air, water, soil, noise or public private property.

7. Fees; Venue: In the event of any action or suit between the parties, arising out of 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.

8. Liens: The consultant shall have the right to file a lien, and in Washington a notice of professional services and/or lien to protect its right to payment as provided by RCW 60.04. et. seq.

Client Authorization

The terms of this agreement are valid for a period of 90 days after signed by Olson Environmental, LLC. By signing below, the Client agrees to the terms and conditions outlined in this Environmental Services Agreement

Client

Date

Address:

Phone Number:

Email:

Olson Environmental, LLC by



222 E. Evergreen Blvd.
Vancouver, WA 98660
(360) 693-4555

10/9/2019
Date

Attachment A

Task 1: Installation of Herbaceous Plants

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Installation of herbaceous plugs (1,500)	\$ 6,000.00
City of Camas sales tax (8.4%)	\$ 504.00
Total:	\$ 6,504.00

Task 2 - Initial Installation of Shrubs

OE LLC will deliver and install the second-year plantings. A total of 299 bare root shrubs will be delivered to the site and distributed throughout the enhancement areas. Plants will be purchased from a local nursery specializing in native plant stock acquired within 100 miles of the project area. Plants will be equipped with plant protection and weed mats.

Year 2 Plant Installation:	\$ 2,990.00
City of Camas Sales Tax (8.4%)	\$ 251.16
Total:	\$ 3,241.16

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