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**COST PROPOSAL AND AGREEMENT  
FOR PROFESSIONAL SERVICES PROVIDED BY  
ECOLOGICAL LAND SERVICES, INC. (ELS)  
1157 3<sup>rd</sup> Ave., Suite 220A Longview, WA 98632  
Office: (360) 578-1371 Fax: (360) 414-9305**

February 10, 2016

**SERVICES REQUESTED BY:**

City of Camas  
Attention: Anita Ashton, Engineer III  
616 NE 4th Avenue  
Camas, WA 98607

Phone: (360) 817-7231  
Fax: (360) 834-1535  
E-mail: [aashton@cityofcamas.us](mailto:aashton@cityofcamas.us)

Corps of Engineers Permit Number: NWS 2013-746

Project Location:

Mitigation areas associated with NW 38th Avenue Phase 2

Brief Project Description:

Provide monitoring and maintenance activities for the initial five years (2016-2020) of the required ten year monitoring duration. Maintenance services to be provided by sister company Green Tree Landscaping, Inc.

Project Name: **SS-565C NW 38<sup>th</sup> Avenue Phase 2 Maintenance and Monitoring** - this is the projects name we have selected, if for any reason you would like to choose a different project name, please indicate here: \_\_\_\_\_

**DESCRIPTION OF SERVICES AND ESTIMATED COST INCLUDES THE FOLLOWING:**

**Task 1a: Year One Monitoring (2016)**

Includes the following:

- Collect Year One vegetation monitoring data from onsite monitoring plots
- Collect invasive/non-native/noxious vegetation data and draft "Target Weed Management Map"
- Establish permanent site photo point locations, take photos and include within monitoring report
- Collect general observations of wildlife usage and include summary within monitoring report
- Verify large woody material and buffer signage are in place onsite

- Draft Year One Monitoring Report, submit to City of Camas for review, and submit final report to agencies
- Provide supervision to maintenance team (as required)

**Estimate Task 1a: \$6,000**

**Task 1b: Year One Maintenance (2016) (to be provided by GTL)**

Includes the following:

- Field flagging of native plants as necessary to ensure they are retained throughout maintenance activities
- Mowing with weed eater around base of native plants as necessary (3 visits minimum)
- Herbicide application to invasive species (3 visits)
- Plantskydd application to reduce mammal predation (2 visits)
- Update ELS staff regarding maintenance notes

**Estimate Task 1b: \$6,800\***

**Task 1c: Site Protection (2016) (to be provided by GTL)**

Includes the following:

- Provide and install buffer signage, as required (approximately 30 signs)

**Estimate Task 1c: \$1,000\***

**Task 1d: Mitigation Site Walk-through and Memo (2016)**

Includes the following:

- Conduct mitigation site walkthrough in order to evaluate plant survival rates from the 2015 wetland mitigation plantings that were installed by Anderson Erosion Control (AEC), as a subcontractor to Nutter Corp. Estimate 2 site visits to be conducted late winter, early spring to allow time for evaluation and re-plantings
- Complete memo of findings for the City

**Estimate Task 1d: \$3,400**

**Task 2a: Year Two Monitoring (2017)**

Includes the following:

- Collect Year Two vegetation monitoring data (survival rate) from onsite monitoring plots
- Collect invasive/non-native/noxious vegetation data and update "Target Weed Management Map" (as necessary)
- Take photos and include within monitoring report
- Collect general observations of wildlife usage and include summary within monitoring report
- Verify large woody material and buffer signage are in place onsite
- Draft Year Two Monitoring Report, submit to City of Camas for review, and submit final to agencies
- Provide supervision to maintenance team (as required)

**Estimate Task 2a: \$5,500**

**Task 2b: Year Two Maintenance (2017) (to be provided by GTL)**

Includes the following:

- Field flagging of native plants as necessary to ensure they are retained throughout maintenance activities

- Mowing with weed eater around base of native plants as necessary (3 visits minimum)
- Herbicide application to invasive species (3 visits)
- Plantskydd application to reduce mammal predation (2 visits)
- Update ELS staff regarding maintenance notes

**Estimate Task 2b: \$7,500\***

### **Task 3a: Year Three Monitoring (2018)**

Includes the following tasks:

- Collect Year Three vegetation monitoring data (density/percent cover) from onsite monitoring plots
- Collect invasive/non-native/noxious vegetation data and update "Target Weed Management Map" (as necessary)
- Take photos and include within monitoring report
- Collect general observations of wildlife usage and include summary within monitoring report
- Verify large woody material and buffer signage are in place onsite
- Draft Year Three Monitoring Report, submit to City of Camas for review, and submit final to agencies
- Provide supervision to maintenance team (as required)

**Estimate Task 3a: \$4,500**

### **Task 3b: Year Three Maintenance (2018) (to be provided by GTL)**

Includes the following:

- Re-flagging of native plants, as necessary, to ensure they are retained throughout maintenance activities
- Mowing with weed eater around base of native plants as necessary (3 visits minimum)
- Herbicide application to invasive species (3 visits)
- Plantskydd application to reduce mammal predation (2 visits)
- Update ELS staff regarding maintenance notes

**Estimate Task 3b: \$7,500\***

### **Task 4a: Year Four Site Status (2019)**

Includes the following:

- Site visit and status memo to City
- Provide supervision to maintenance team (as required)

**Estimate Task 4a: \$3,500**

### **Task 4b: Year Four Maintenance (2019) (to be provided by GTL)**

Includes the following:

- Mowing or manually removing invasive species as necessary (3 visits minimum)
- Herbicide application to invasive species (3 visits)
- Plantskydd application to reduce mammal predation (2 visits)
- Update ELS staff regarding maintenance notes

**Estimate Task 4a: \$6,800\***

### **Task 5a: Year Five Monitoring (2020)**

Includes the following:

- Collect Year Five vegetation monitoring data (density/percent cover) from onsite monitoring plots

- Collect invasive/non-native/noxious vegetation data and update "Target Weed Management Map" (as necessary)
- Take photos and include within monitoring report
- Collect general observations of wildlife usage and include summary within monitoring report
- Verify large woody material and buffer signage are in place onsite
- Draft Year Five Monitoring Report, submit to City of Camas for review, and submit final to agencies
- Provide supervision to maintenance team (as required)

**Estimate Task 5a: \$4,500**

**Task 5b: Year Five Maintenance (2020) (to be provided by GTL)**

Includes the following:

- Mowing or manually removing invasive species as necessary (3 visits minimum)
- Herbicide application to invasive species (3 visits)
- Plantskydd application to reduce mammal predation (2 visits)
- Update ELS staff regarding maintenance notes.

**Estimate Task 5b: \$6,250\***

**Task 6: Project Contingency Fund**

**Provide additional services, on an as-needed basis, when approved and authorized by the City. This amount shall not be exceeded without prior authorization from the City. Authorization shall be in writing from the City, which may be as an email notification.**

**Estimate Task 6: \$12,500\***

**\*Costs do not include local sales tax. Sales tax will be added at time of invoicing.**

**Included: two copies of any report or map, generated by ELS, one copy for client and one copy for applicable agency. Charges will be applied for any additional copies needed.**

**Not included: application fees and costs, meetings and site visits beyond those specified within the estimate including those required by any regulatory agency, revisions requested by the client or regulatory agencies, post-application revisions, additions outside of the work quoted on the estimate, additional time and revisions related to changes required by regulatory agencies, additional time and reports related to opposition to the project and other time and expenses not specified within the estimate.**

**STANDARD BILLING RATES:**

The cost estimates presented in this proposal are based on the following standard billing rate of ELS:

\$ 197.00/hr.	President	\$ 47.00/hr.	Entry Level Biologist
\$ 160.00/hr.	Principal	\$ 87.00/hr.	Graphics Services
\$ 125.00/hr.	Professional	\$ 82.00/hr.	Graphics Technician II
\$ 110.00/hr.	Biologist/Environmental Scientist IV	\$ 67.00/hr.	Graphics Technician I
\$ 87.00/hr.	Biologist/Environmental Scientist III	\$ 75.00/hr.	Business Manager
\$ 77.00/hr.	Biologist/Environmental Scientist II	\$ 70.00/hr.	Marketing Specialist
\$ 67.00/hr.	Biologist/Environmental Scientist I	\$ 55.00/hr.	Administrative Staff
\$ 0.54/mile	Mileage billing rate (travel to and from project site will be billed to client)		
Double the hourly rate Expert Witness Testimony/Litigation Support			

**Important:** The estimated cost proposal is based upon ELS's understanding of the scope of the project at the time of the estimate. Over the course of the project unforeseen difficulties may arise which are outside of ELS's control. If the work required to complete the project expands, billing will be adjusted in accordance with the additional work required. For any such expansion of work requested by client, ELS shall bill on a time and materials basis (see hourly rates above), materials or outside services needed to complete such work will be billed at cost with a handling fee (as noted in Item #4 listed under Further Terms of Agreement set forth herein).

ELS will bill on a time and materials basis for in-scope work completed under this agreement up to, but not exceeding the total estimate amount. This estimate is valid for *30 days* from the date of this letter.

\_\_\_\_\_  
Initial

**Assumptions:** This cost estimate is based on the assumptions listed in **Exhibit A**. Should any of these assumptions not apply; ELS will notify the client, and additional charges will be billed on a time and materials basis.

\_\_\_\_\_  
Initial

**Terms of Agreement, Exhibit B:** The document attached and included with this Cost Proposal and Agreement entitled "FURTHER TERMS OF AGREEMENT", is by this reference fully incorporated herein and the terms and conditions set forth therein are expressly agreed to by the parties.

\_\_\_\_\_  
Initial

Task 1a:	\$ 6,000*
Task 1b:	\$ 6,800
Task 1c:	\$ 1,000*
Task 1d:	\$ 3,400
Task 2a:	\$ 5,500
Task 2b:	\$ 7,500*
Task 3a:	\$ 4,500
Task 3b:	\$ 7,500*
Task 4a:	\$ 3,500
Task 4b:	\$ 6,800*
Task 5a:	\$ 4,500
Task 5b:	\$ 6,250*
Task 6 (contingency):	\$ 12,500
<b>Total Not-To-Exceed Estimate:</b>	<b>\$ 75,750*</b>

**\*Does not include sales tax. Sales tax to be added on applicable invoices at the time of billing.**

**Payment for services is due as indicated above. If special arrangements are requested for payment, they are noted as follows and may incur additional administrative costs. Unless otherwise noted, client will be billed for services and budgets will be tracked under the Total Cost Proposal Estimate listed above:**

**ACCEPTANCE AND AGREEMENT**

I hereby authorize ECOLOGICAL LAND SERVICES, INC. to perform work as described above. I also agree that I am familiar with and accept the terms as stated in this Cost Proposal and Agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Client: City of Camas, WA**

\_\_\_\_\_  
Signature  
City of Camas, WA

  
\_\_\_\_\_  
Michele McGraw  
Ecological Land Services, Inc.

\_\_\_\_\_  
Printed Name  
City of Camas, WA

## Exhibit A

This Cost Proposal offered by ELS, Inc. is based upon the following standard assumptions. Should one or more of these assumptions be incorrect, change or otherwise be altered costs and time for completion of the project may be impacted. Client's signature after review of the following assumptions denotes agreement that these assumptions are accurate and acceptance of risk by the client should presumption(s) prove to be inaccurate at any point during ELS, Inc.'s course of work on the project.

### Universal Project Assumptions:

1. No violations exist for the subject property.
2. Unless stated elsewhere within the proposal, no more than one field visit will be required by ELS, Inc. or its agents.
3. Site conditions during project work will not differ significantly from the conditions ELS, Inc. observed or assumed when creating this proposal. These observations or assumptions are based upon one or more of the following: a pre-proposal site visit, correspondence with the client, or information derived from aerial photography.
4. The client has the right to access the subject property and will grant ELS, Inc. and its agents' right of entry as needed to perform any and all tasks requested or listed within the Cost Proposal and Agreement.
5. All portions of the subject property are easily accessible with minimal clearing required to access and navigate the site. No hazardous conditions or livestock will be present on the subject property at the time of any site visit.
6. Property information provided for the project is accurate and subject property boundaries are clearly marked and understandable.
7. ELS, Inc. will flag independently and leave flags onsite. Flags will remain in place and undisturbed for the duration of the project.
8. ELS, Inc. has been provided with correct billing and contact information and the correct project name.

**Client: City of Camas, WA**

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Signature  
City of Camas, WA

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Printed Name  
City of Camas, WA

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Date

**Exhibit B**  
**FURTHER TERMS OF AGREEMENT**  
**FOR PROFESSIONAL SERVICES PROVIDED BY ECOLOGICAL LAND SERVICES, INC.**

1. The client orders the professional services of ECOLOGICAL LAND SERVICES, INC. Said professional services may include jurisdictional wetland delineation, environmental report preparation, environmental permit applications, and other environmental related and consulting services.
2. ECOLOGICAL LAND SERVICES, INC. agrees to furnish and perform the professional services described herein in accordance with accepted professional standards. ECOLOGICAL LAND SERVICES, INC. agrees to perform said work in a timely manner, provided that ECOLOGICAL LAND SERVICES, INC. shall not be responsible for delays in completing said work that cannot reasonably be foreseen on date hereof, for delays which are caused by factors beyond their control, delays resulting from the action or inaction of any government agency or subcontractor not hired by ECOLOGICAL LAND SERVICES, INC, or for delays resulting from the action or inaction of the client.
3. ECOLOGICAL LAND SERVICES, INC. makes no warranty, expressed or implied, as to their findings, recommendations, plans and specifications, or professional advice except that they were made or prepared in accordance with generally accepted practices. It is agreed that the professional services described herein shall be performed for the client's account. All past due accounts will be charged one percent per month or 12% per annum.
4. In the event that a subcontractor is needed for a project and the client wishes to have the subcontractor bill Ecological Land Services, Inc. directly, a 10% handling fee will be added to client invoice for this. In the event that permit costs are needed for a portion of a project and the client wishes to have Ecological Land Services, Inc. pay costs at time of request, a 10% handling fee will be added to client invoice for this service. Other project expenses paid in advance by Ecological Land Services, Inc., a 10% handling fee will be added to client invoice for such costs. These costs can include; but not limited to: aerial photos, specialty maps, government documentation, color copies, oversized copies, film development and some field related supplies.
5. Sales Tax will be applied to any project that includes: planting/installation and/or maintenance. The sales tax rate will be based on the site location of project. Sales tax will be applied to in-house copies, statement to be provided by ECOLOGICAL LAND SERVICES, INC, when applicable.
6. The client and ECOLOGICAL LAND SERVICES, INC. each bind themselves, their partners, successors, executors, and assignees to the other party of this agreement and to the partners, successors, executors, and assigns of such other party in respect to this agreement.
7. By mutual agreement of the parties hereto, the client hereby agrees to indemnify, defend and hold harmless ECOLOGICAL LAND SERVICES, INC. from damages or liability of any character, including in part, personal injury, property damage, costs, expenses and attorney fees arising out of any negligent act, error or omission of the client, or any person or organization for whom client may be responsible.
8. The client shall be responsible for payment of all costs and expenses incurred by ECOLOGICAL LAND SERVICES, INC. for client's account; including any such moneys that ECOLOGICAL LAND SERVICES, INC. may advance for the client's account for any reasonable project related purpose.
9. Both the client and ECOLOGICAL LAND SERVICES, INC. have the right to terminate this agreement at any time by giving the other party three (3) days written notice thereof. In such case, ECOLOGICAL LAND SERVICES, INC. shall be paid in full for all services performed to the date of termination. Said charges shall be based on the percentage of project completion as of the termination date unless other arrangements have been made.
10. ECOLOGICAL LAND SERVICES, INC. reserves the right to withdraw this proposal if not accepted within 30 days.
11. If the client fails to pay as agreed and collection or other remedies are necessary, Ecological Land Services, Inc. shall be entitled to collect all costs of collection, including reasonable attorney's fees, costs and pre-judgment interest as allowed by contract.
12. In executing the Cost Proposal and Agreement, an electronic, facsimile, or other authorized reproduced or stamped signature may be used to sign and execute the agreement and shall have the same force and effect as a written signature.
13. All project-related written materials are created using best available science and professional judgment. Any content-related changes to project documentation that are requested by the client may result in additional fees billed on a time and materials basis. Any such changes are made at the client's own risk. Changes made by ELS at the request of the client may not stand up to agency scrutiny or review, may be rejected by regulatory agencies and may result in additional costs or delays.
14. This Agreement shall be governed by and construed in accordance with the laws of the borough, county, province of the State of Washington in which the project is located. Any dispute which arises from this agreement shall be litigated within the borough, county, province of the State of Washington which the project is located.
15. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.