

PACIFIC groundwater GROUP

December 14, 2015

City of Camas
616 NE Fourth Avenue
Camas, WA 98607

Attn: Mr. Steve Wall

Re: Hydrogeologic Support Services

Dear Steve:

This letter provide a scope of work and cost estimate to provide the City with on-going technical assistance for managing your water supply sources as well as planning for new source development to meet continuing growth targets.

SCOPE OF WORK

Task 1 - Maintenance of Surface Water and Groundwater Monitoring Stations

Activities to include:

- Servicing data loggers that are used to capture groundwater level information in the Washougal River wellfield area and surface water data from the Washougal River stage gage
- Periodic reduction and analysis of monitoring data

Task 2 - Hydrogeologic Support Service

Hydrogeologic support services may include:

- Assessment of wellfield performance and providing input when needed to asses question on drought conditions and other factors that might arise.
- Assistance with regulatory questions and water right permitting issues
- Responding to water right purchase opportunities
- Addressing question related to potential environmental threats to the supply sources
- Assistance with new source development

Task 3 - Management and Meetings

PGG's Project Manager will prepare and document invoices, manage staff resources and the project schedule, and communicate with City representatives regarding project

logistics, schedule, and technical issues as the project unfolds. We will also attend meeting when needed to assist the City with strategic planning, permitting questions, negotiation of water right purchases, and technical issues.

PROJECT COST ESTIMATE

PGG estimates that the costs associated with the proposed scope of work will be **\$15,000**, including expenses. Cost estimate details are provided in Table 1, attached. Since specific details on the nature of our services cannot be explicitly defined at this time, the authorization should be considered as preliminary and subject to change depending on specific City requests for assistance.

Our costs will be invoiced monthly on a time-and-materials basis. In the event that unexpected information is encountered that appears to require additional work, PGG will bring them to your attention and seek your approval for any added expenditures. Our professional services will be performed, our findings obtained, and our reports prepared in accordance with generally accepted hydrogeologic practices. This warranty is in lieu of all other warranties, either express or implied.

The attached Terms and Conditions are incorporated into our agreement with you, and by your authorization to proceed, you are accepting them.

Please call if you should have any questions concerning the enclosed information.

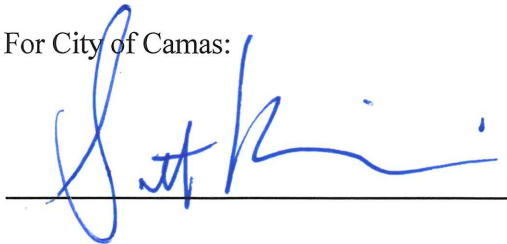
Sincerely,

Pacific Groundwater Group



Dan Matlock
Principal Hydrogeologist

For City of Camas:



For Pacific Groundwater Group:



Date: 1-4-2016

Date: December 14, 2015

**Table 1 - Hydrogeologic Support Services - City of Camas
Pacific Groundwater Group**

JM9702.19

Task	Description	ESTIMATED HOURS					OTHER COSTS ¹			TOTAL TASK COST
		Support \$60	Permit Specialist \$130	GIS \$115	Principal \$160	Labor Cost	Direct Costs	Mileage	Sub- RM	
1	Maintenance of Surface Water and Groundwater Monitoring Stations				16	\$ 2,560.00		300.00	2,300.00	\$ 5,160.00
2	Hydrogeologic Support Services		12	4	36	\$ 7,780.00				\$ 7,780.00
3	Project Management and Meetings	4	4	4	8	\$ 2,040.00	20.00			\$ 2,060.00
	Subtotal	4	16	4	60	\$12,380.00	\$20.00		\$2,300.00	\$15,000.00

Notes:

1) Includes 10% markup

2015 PACIFIC GROUNDWATER GROUP TERMS AND CONDITIONS

SCHEDULE OF CHARGES. The schedule establishing fees for Pacific Groundwater Group's services is presented below. A new schedule is issued at the beginning of each year or when otherwise dictated by inflationary changes. Unless other arrangements have been made, charges for all work, including continuing projects initiated in the prior year, will be based on the latest SCHEDULE OF CHARGES in the latest PACIFIC GROUNDWATER GROUP TERMS AND CONDITIONS.

Principal Technical Services	\$175/hr.	Travel & Sustenance	Cost plus 10%
Senior Technical Services	\$130/hr.	Subcontract and Direct Expense	Cost plus 10%
Associate Technical Services	\$145/hr.	Long Distance and Cellular Phone Expenses	Cost plus 10%
Staff Technical Services	\$100-115/hr.	Xerox & Oversize Copies	\$0.15/b&w \$0.25/color & \$1./sq. ft
Technical Support Services	\$60/hr.	Automobile Mileage	Federal mileage + \$0.05
Legal Support (Preparation, Deposition, Testimony, Travel)	\$250/hr.	Truck Mileage	Federal mileage + \$0.10

PAYMENT, INTEREST, COLLECTION. Invoices will be submitted once per month for service expenses rendered during the prior month. Payment will be due within thirty (30) days of the invoice date. Interest will be added to accounts in arrears at the rate of one and one-half percent (1 - 1 1/2%) of the average for each month of delinquency not to exceed the maximum annual percentage rate allowed by law. All expenses incurred for lien or collecting any delinquent amount, including but not limited to reasonable attorney fees, witness fees, reasonable charges at current billing rates for the time devoted by the Pacific Groundwater Group's personnel, document duplication, organization and storage costs, taxable court costs, travel and subsistence, shall be paid to the Pacific Groundwater Group in addition to the delinquent amount. If at any time, present or future, the State, County, City or Municipality assesses a sales, use, or ad valorem tax upon Pacific Groundwater Group for any of the services, supplies, testing or other work performed by Pacific Groundwater Group and/or its subcontractors under this contract, the client agrees to pay such taxes in addition to, and hold Pacific Groundwater Group harmless from such, or should Pacific Groundwater Group elect to pay such taxes directly, the client agrees to reimburse and indemnify Pacific Groundwater Group in full.

TERMINATION. In the event the client requests termination of the work prior to completion, Pacific Groundwater Group will be paid for all work performed up to the notice of termination and for all expenses incurred or committed to that cannot be canceled. Pacific Groundwater Group also has the right to complete, at the client's expense, the analysis and records necessary to so order the work as to protect our professional reputation. A termination charge may also be made to cover the preparation and administrative costs related to the work. Charges will include all reasonable expenses incurred, and time for Pacific Groundwater Group's personnel, charged at the current rates.

CLIENT FURNISHED INFORMATION. The client is responsible to provide, by map or drawing, a description of the property, its location and the location of any buried structures or utilities. Pacific Groundwater Group will not be held liable for damage or injury to subterranean structures (pipes, tanks, telephone cables, etc.), nor to injury to persons arising from damage to subterranean structures, which are not called to our attention and correctly shown on the plans furnished to Pacific Groundwater Group in connection with the work performed by Pacific Groundwater Group. The client agrees to indemnify and hold harmless Pacific Groundwater Group for any and all incorrect or omitted location information to the extent and terms provided in the paragraph entitled "INDEMNIFICATION."

RIGHT OF ENTRY. Unless otherwise agreed, Pacific Groundwater Group will be furnished right-of-entry on the land to make planned borings, surveys and other explorations. Pacific Groundwater Group will take reasonable precautions to minimize damage from use of equipment, but have not included in our fee the cost of restoration of damage which may result from work as outlined in this contract. If Pacific Groundwater Group is required to restore the property to its former condition, the cost of such restoration will be estimated. The additional sum will be agreed upon in writing between Pacific Groundwater Group and the client, and added to the original fee.

SAMPLE RETENTION. Due to the expense of storage costs and limited storage life of samples, Pacific Groundwater Group will discard samples sixty (60) days after submission of the report unless arrangements are made for repackaging and storage fees. Alternatively, at the client's request, the samples will be delivered to the client at the client's expense. All samples containing hazardous materials will be returned to the client, at the client's expense, subsequent to use.

OWNERSHIP OF DOCUMENTS. Any documentary report or tangible item developed and furnished under this agreement is intended solely for the purpose of communicating and transferring tangible information relating to professional services. All designs, drawings, specifications, notes, data samples, materials, report reproductions, and other works developed by Pacific Groundwater Group, are instruments of service and, as such, remain the property of Pacific Groundwater Group. The client agrees to hold harmless and indemnify Pacific Groundwater Group against all claims, demands, losses, penalties, or damages, including reasonable attorney's fees, arising use of these documents on extensions of this project or any other project without the written permission of Pacific Groundwater Group.

INSURANCE. Pacific Groundwater Group maintains Worker's Compensation for its employees as required by State law. Pacific Groundwater Group is protected by Public Liability Insurance to a maximum of \$1,000,000 combined single limits, for bodily injury and property damage liability, and will furnish certificates thereof upon request. Within the limits of said insurance, Pacific Groundwater Group agrees to hold the client harmless from and against loss, damage, injury or liability arising directly from negligent acts committed by Pacific Groundwater Group, its employees, agents, subcontractors and subcontractors' employees and agents.

INDEMNIFICATION. To the fullest extent permitted by law, the client agrees to defend, indemnify and hold Pacific Groundwater Group, including but not limited to Pacific Groundwater Group's agents, employees, subcontractors and subcontractors' employees, agents and subcontractors, harmless from and against any and all claims, associated defense costs (including reasonable attorney's fees) damages and other liabilities arising out of or in any way related to Pacific Groundwater Group's work on the project. The client shall indemnify Pacific Groundwater Group against liability for damages caused by or resulting from the concurrent negligence of (a) the client, its agents, employees, subcontractors and subcontractors' employees, agents and subcontractors, and (b) Pacific Groundwater Group, and its agents, employees, subcontractors and subcontractors' employees, agents only to the extent of the client's negligence or the negligence of the clients' agents, employees, subcontractors and subcontractors' employees, agents and subcontractors.

LIMITATION OF LIABILITY. With the exception of claims covered by Pacific Groundwater Group's insurance, as provided in the paragraph entitled "INSURANCE" above, and notwithstanding any other term or condition hereof to the contrary, Pacific Groundwater Group's liability under this contract shall, under no circumstances exceed \$50,000 or the total of the fees paid by the Client to Pacific Groundwater Group under the attached scope of work and contract, whichever is greater.

STANDARD OF CARE. Pacific Groundwater Group agrees to provide the client, for its sole benefit and exclusive use, the consulting services set forth in Pacific Groundwater Group's attached proposal. Pacific Groundwater Group's services shall be performed in accordance with generally accepted practices in the same or similar localities, related to the nature of the work accomplished, at the time the services are performed.

HAZARDOUS SUBSTANCES AND CONDITIONS. The client recognizes that Pacific Groundwater Group's services do not include generating, storing, transporting, or disposing of substances considered to be hazardous and requiring permits under Federal, State or local environmental laws. The client warrants that if it knows or suspects that hazardous substances may exist on the property, the client has so informed Pacific Groundwater Group.

UNFORESEEN OCCURRENCES. If any unforeseen conditions or occurrences, including but not limited to hazardous substances or pollutants, are encountered which, in Pacific Groundwater Group's sole judgment, significantly affect the recommended scope of work, Pacific Groundwater Group will promptly notify the client. After such notification, Pacific Groundwater Group will complete its original scope of work, if appropriate, or agree with the client to modify the agreement, or to terminate the work pursuant to the termination clause listed above.

SUBSURFACE RISKS AND SITE DAMAGE. The client recognizes that special risks occur and "guarantees" cannot be expected whenever professional consulting services are applied in evaluating subsurface conditions. Pacific Groundwater Group cannot eliminate these risks altogether, but can apply professional techniques to reduce the risks to a level considered tolerable and the client agrees to accept that level of risk. The client recognizes that the use of exploration and test equipment may unavoidably damage or alter the property surface or subsurface and the client agrees to assume responsibility for such unavoidable damages or alterations. Further, the client assumes responsibility for personal or property damage due to interference with subterranean structures, including but not limited to subsurface pipes, tanks and utility lines, that are not called to Pacific Groundwater Group's attention in writing or correctly as shown on plans provided by the client.

INTERPRETATIONS AND TIME BAR TO LEGAL ACTION. Interpretations and enforcement of this agreement shall be governed by the laws of the State of Washington. All legal actions by either party to this contract against the other, related to this agreement or any addendum to it, shall be barred after two years have passed from the time the claimant knew or should have known of its claim, and under no circumstances shall be initiated after four years have passed from the date by which Pacific Groundwater Group completes its services.

SEVERABILITY AND SURVIVAL. Any element of this agreement later held to violate a law shall be deemed void and all remaining provisions shall continue in force. However the client and Pacific Groundwater Group will, in good faith, attempt to replace any invalid or unenforceable provision with another provision that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All terms and conditions of this agreement allocating liability between the client and Pacific Groundwater Group shall survive the completion of the services hereunder and the termination of this agreement.

PRECEDENCE. These terms and conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document, regarding Pacific Groundwater Group's services