

February 10, 2016

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

RE: NW Friberg St. / NW Goodwin Road City Project # SS-566C

Dear Ms. Anita Ashton,

As per your request, The Resource Company, Inc. (TRC) has prepared a proposal to conduct maintenance activities for City Project #SS-566C. Mitigation activities requested by the City include site maintenance during the growing seasons of 2016 and 2017 (April – November). The requested services are to ensure the site meets the required performance standards by the end of the 10-year monitoring period (2025). Details of work to be conducted and the costs associated with these tasks are detailed below:

#### Task 1: Site Maintenance 2016 and 2017

The site will be maintained during the growing seasons of 2016 and 2017 beginning in May of 2016. The maintenance contract will terminate in November of 2017. 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. In addition to the vegetation maintenance, the irrigation system will be maintained, monitored, and winterized. All materials and labor to complete this task is included in cost.

#### **Yearly Site Maintenance**

Commercial Applicator (Aquatics Endorsed) \$640/yr:	\$ 1,280.00
Mechanical Maintenance - \$ 2,880/yr:	\$ 5,760.00
Irrigation Maintenance and Winterization - \$ 2,665/yr:	\$ 5,330.00
City of Camas Sales Tax (0.84%)	<b>\$ 1,039.08</b>
2016 and 2017 Maintenance Total:	\$ 13,409.08

#### Task 2: 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:

\$ 5,000.00

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 \$ 18,409.08. Task 2 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.

Eli C. Schmitz

Manger of Restoration Operations



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

# **Environmental Services Agreement**

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

1) **Description of Services:** Provide environmental services described below under Section 404 of the Clean Water Act permit received by the COE. Environmental services to be provided are outlined as follows:

#### a) Task 1: Site Maintenance 2016 and 2017

The site will be maintained during the growing seasons of 2016 and 2017 beginning in May of 2016. The maintenance contract will terminate in November of 2017. 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. In addition to the vegetation maintenance, the irrigation system will be maintained, monitored, and winterized. All materials and labor to complete this task is included in cost.

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### b) Task 2: Project Contingency Fund

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**Project Contingency Fund:** 

\$ 5,000.00

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-b) shall not exceed \$18,409.08. 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 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 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.

## **Client Authorization**

The terms of this agreement are valid for a period of 60 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	
Address:	Date

The Resource Company, Inc., by

8415 NE 8th Avenue

Vancouver, WA 98665

(360) 693-4555

Date