



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 4

616 NE 4th Avenue
Camas, WA 98607

Project No. SS-565C

NW 38th Avenue - Phase 2

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the 4 day of December, 2023, by and between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and Ecological Land Services (ELS) hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may hereinafter be referred to collectively as the "Parties."

The Parties entered into an Original Agreement dated April 13, 2015, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

1. Scope of Services. Consultant agrees to perform additional services as identified on Exhibit "A" (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses, for an amount not-to-exceed \$21,000.

a. [ ] Unchanged from Original/Previous Contract

2. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this Amendment by:

a. X Extended to Dec 31, 2024.

b. [ ] Unchanged from Original/Previous Contract date of \_\_\_\_\_, 20\_\_

Unless an additional extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of the Original Agreement.

3. Payment. Based on the Scope of Services and assumptions noted in Exhibit "A", Consultant proposes to be compensated on a time and material basis per Exhibit "B" (Costs for Scope of Services) with a total estimated not to exceed fee of:

a. Previous not to exceed fee: \$116,750

b. Amendment No. 4: \$49,450.00

c. Total: \$166,200

d. Consultant billing rates:

[X] Modification to Consultant Billing Rates per Exhibit "C" attached herein

[ ] Unchanged from Original/Previous Contract

4. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

DATED this \_\_\_\_ day of December 20\_\_\_\_.

CITY OF CAMAS:

Ecological Land Services, ELS  
*Authorized Representative*

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Michele McGraw

Title: \_\_\_\_\_

Title: Biologist

Date: \_\_\_\_\_

**EXHIBIT A**  
**AMENDED SCOPE OF SERVICES**  
**(INCLUDES SECTIONS 1 – 4)**



12-5-23

**Exhibit A**

**Services Requested By:**

City of Camas  
Anita Ashton, Project Manager-Engineering  
616 NE 4<sup>th</sup> Avenue  
Camas, Washington 98607

**Corps of Engineers Permit No. NWS 2013-746**

Phone: (360) 817-7231

Fax: (360) 834-1535

E-mail: [aashton@cityofcamas.us](mailto:aashton@cityofcamas.us)

Billing E-mail: \_\_\_\_\_

**Project Name — SS-565C NW 38<sup>th</sup> Ave Phase 2**

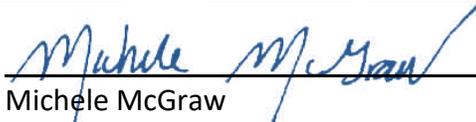
**Amendment number 4 to the Original City of Camas SS-565C NW 38<sup>th</sup> Ave Phase 2, Original contract February 10, 2016**

- I understand the **Project Assumptions, Section 1 of Exhibit A.**
- I understand the **Terms of Agreement, Section 3 of Exhibit A.**
- ELS will bill on a time and materials basis. Rate schedule is provided in **Exhibit C.**
- This proposal is valid for *30 days* from the date of this letter.
- My correct contact and billing information have been provided above. Invoices will be emailed unless otherwise requested.
- Do Prevailing wages apply to this project?       YES       NO

**Acceptance and Agreement**

I hereby authorize Ecological Land Services, Inc. to perform work as described in the Description of Services and Estimated Costs, with an additional Not-To-Exceed total of **\$49,450.00**. I accept the terms as stated in this Cost Proposal and Agreement and Exhibits, dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature  
City of Camas

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

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

## Section 1

### Project Assumptions

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.

#### Universal Project Assumptions:

1. No violations exist for the subject property.
2. 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.
3. 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.
4. 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.
5. Property information provided for the project is accurate and subject property boundaries are clearly marked and/or understandable.

## Section 2 - Amended Scope of Services

**On-going services:** Provide additional monitoring and maintenance activities for Year 9, (2024) of the required 10-year duration for Phase 2 of the NW 38<sup>th</sup> Avenue widening project, within parcel number 986033686 and 986033867.

### Task 11: Plant Procurement

Includes the following:

- Labor, mobilization, coordination, and equipment needed to install 1,750 plants and 1,100 cones and mulch within the mitigation area.

**Estimate: \$26,750**

### Task 12: Ongoing Maintenance

Includes the following:

- 6 days with 3 crew members to weed eat, mow, and apply herbicide.
- 8 days with 1 crew member to remove irrigation.
- Includes mobilization, equipment, and coordination.

**Estimate: \$17,000**

### Task 13: Site Monitoring

Includes the following:

- 2 Site visits with Biologist to walk the site and provide memo to City.

**Estimate: \$3,200**

### Task 14: Contingency

Includes the following:

- Potential site visit with agency and memo to City.

**Estimate: \$2,500**

**Total Not-To-Exceed Estimate: \$ 49,450.00**

\* The above Not-To-Exceed Estimate is informational and for client budgeting purposes. ELS will invoice according to the NTE total, not the individual task amounts.

**Account Balance:** If at any time the **account balance for this project is beyond 30 days past due** work will cease until payment is received. **Current balance must be satisfied prior to final report being released to client.**

If payment of project invoices requires special arrangements, additional administrative costs may be incurred.

**Important:** The estimated cost proposal is based upon ELS's understanding of the scope of the project at the time of this estimate. If the work required to complete the project expands beyond the current project scope and assumptions, due to unforeseen difficulties which are outside of ELS's control, or any changes requested by the client, billing will be adjusted in accordance with the additional work required. The estimated fees for

## Section 2 (Continued)

such expanded work will be billed to the client, and when practical, ELS will make the best effort to consult with the client in advance and receive written correspondence to clarify and confirm changes in the scope of work and any additional estimated fees. For any such expansion of work, ELS shall bill on a time and materials basis, unless other conditions are established. Materials or outside services needed to complete such expanded work (see hourly rates, Exhibit C) will be billed at cost with a handling fee (Item #4, Terms of Agreement, Exhibit B).

**Not included in Estimate:** 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 or 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.

## Section 3

### Terms of Agreement for Professional Services Provided by ELS

1. The client orders the professional services of ELS. Said professional services may include jurisdictional wetland delineation, environmental report preparation, environmental permit applications, and other environmental related and consulting services.
2. ELS agrees to furnish and perform the professional services described herein in accordance with accepted professional standards. ELS agrees to perform said work in a timely manner, provided that ELS 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 ELS, or for delays resulting from the action or inaction of the client.
3. ELS 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 1.5% per month or 18% per annum.
4. In the event that a subcontractor is needed for a project and the client wishes to have the subcontractor bill ELS 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 ELS 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 ELS, 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 ELS, when applicable.
6. The client and ELS 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 ELS 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 ELS for client's account; including any such moneys that ELS may advance for the client's account for any reasonable project related purpose.
9. Both the client and ELS have the right to terminate this agreement at any time by giving the other party three (3) days written notice thereof. In such case, ELS 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. ELS 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, ELS 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, or province of the State of WA in which the project is located. Any dispute which arises from this agreement shall be litigated within the borough, county, or province of the State of WA in 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.

## **Section 4**

### **Plant Replacement Clause**

Within the first calendar year after planting, ELS will provide replacement for plant mortality due to planting error or non-viable plant stock if the planting areas meet all the criteria specified in the mitigation plan for site preparation including, but not limited to topsoil replacement, soil amendments, mulch application, and irrigation source(s). ELS will not provide replacement for plant mortality due to any other factors including, but not limited to vandalism, willful damage or destruction, animal interference, natural disasters, unsuitable soil conditions, inadequate third-party irrigation, or drought, flooding, extreme freezing, or other extreme weather conditions. ELS will not provide replacement for plant mortality after the first calendar year after planting. ELS shall be provided with written notice of any plant mortality for which it is responsible for replacing and shall be given reasonable opportunity to replace same prior to owner or primary contractor engaging any third party to replace any such plantings. ELS shall not be responsible for any costs whatsoever that may be associated with third parties replacing plants or irrigating for which ELS is responsible under this paragraph unless and until ELS has been provided with such reasonable opportunity to replace plantings and has failed to do so in a timely manner.

**EXHIBIT B**  
**AMENDED COSTS FOR SCOPE OF SERVICES**  
**(SEE SECTION 2 - EXHIBIT A)**

**EXHIBIT C**  
**STANDARD BILLABLE RATES**

## Exhibit C

### Standard Billing Rates 2024

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

Expert Witness Testimony/Litigation Support	Double the Hourly Rate
President	\$ 250.00 / Hour
Professional Biologist	\$ 220.00 / Hour
Biologist V	\$ 187.00 / Hour
Biologist IV	\$ 170.00 / Hour
Biologist III	\$ 142.00 / Hour
Biologist II	\$ 130.00 / Hour
Biologist I	\$ 113.00 / Hour
Biologist Entry Level	\$ 102.00 / Hour
Field Director	\$ 83.00 / Hour
Field Technician IV	\$ 78.00 / Hour
Field Technician III	\$ 71.00 / Hour
Field Technician II	\$ 67.00 / Hour
Field Technician I	\$ 63.00 / Hour
Graphics Manager	\$ 155.00 / Hour
Graphics Professional	\$ 150.00 / Hour
Graphics Technician V	\$ 142.00 / Hour
Graphics Technician IV	\$ 140.00 / Hour
Graphics Technician III	\$ 124.00 / Hour
Graphics Technician II	\$ 110.00 / Hour
Graphics Technician I	\$ 99.00 / Hour
Project Coordinator III	\$ 116.00 / Hour
Project Coordinator II	\$ 85.00 / Hour
Project Coordinator I	\$ 71.00 / Hour
Standard Mileage	\$ 1.00 / Mile
Company Truck Mileage	\$ 1.00 / Mile
Government Mileage Rate	\$ .65 / Mile <i>(or current rates)</i>

ELS rates are subject to change upon approval of the Board of Directors.