



August 28, 2024

Services Requested By:

City of Camas
Rob Charles, Utilities Manager
616 NE 4th Avenue
Camas, Washington 98607

Phone: 360.817.7003
E-mail: rcharles@cityofcamas.us

Billing E-mail: _____

Please provide billing information, if different:

Client: _____

Address: _____

City, State Zip: _____

Phone: _____

Fax: _____

Cell Phone: _____

Email: _____

Billing Email: _____

Boulder Creek Dam Repair — If you would like to choose a different project name, please indicate here:

- I understand the **Project Assumptions, Exhibit A.**
- I understand the **Terms of Agreement, Exhibit B.**
- 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 a Not-To-Exceed total of **\$16,500-25,500**. I accept the terms as stated in this Cost Proposal and Agreement and Exhibits, dated this _____ day of _____, _____.

Signature
City of Camas



Lynn Simpson
Ecological Land Services, Inc.

Printed Name, Title
City of Camas

Brief Project Description:

Apply for and obtain environmental permits for repairing the Boulder Creek Dam at parcel number 1366450000 in Clark County (NE ¼ and NW ¼ of Section 4, Township 2 North, Range 4 East of the Willamette Meridian).

Description of Services and Estimated Costs:

Task 1: Coordinate with Project Team, Site Visit, and Permitting Agencies

- Attend a project team meeting with the City of Camas, Shell Engineering and Consulting, and permitting agencies on a video conference call.
- Provide suggestions for impact avoidance, minimization, and BMPs in project design and construction.

Estimate: \$2,500*

Task 2: Obtain Environmental Permits

- Fill out a JARPA form for the U.S. Army Corps of Engineers (Corps).
- Write a biological assessment to obtain Corps nationwide permits (NWP) as stated in their letter dated July 25, 2024: NWP 13 (bank stabilization) and NWP 18 (minor discharges). This assumes a formal ESA consultation with the National Marine Fisheries Service that may include up to 15 hours to review the biological opinion and to negotiate terms and conditions.
- Apply for a hydraulic project approval using the Washington Department of Fish and Wildlife’s online application system.
- Apply for an individual 401 water-quality certification from the Washington Department of Ecology.
- If mitigation is necessary, provide alternatives for a mitigation project and write a plan that meets federal and state requirements. A site visit may be necessary.

Total Not-To-Exceed Estimate: \$14,000-\$23,000*

Task 1: \$ 2,500

Task 2: \$ 14,000-23,000

Total Not-To-Exceed Estimate: \$ 16,500-25,500

* The above task estimates are informational and for client budgeting purposes. ELS will invoice according to the NTE total, not the individual task amounts.

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 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.

Approximate Start Date: September 3, 2024

(If we receive a signed contract prior to this date, it is possible that project work can begin sooner.)

Exhibit A

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. Unless stated elsewhere within the proposal, no more than one field visit will be required by ELS, Inc. or its agents.
3. Site conditions on the project site 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 or site photographs.
4. If a potential mitigation site requires a site visit, site conditions on a potential mitigation site 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.
5. The client has the right to access the subject property or a potential mitigation site 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.
6. All portions of the subject property are easily accessible with minimal clearing required to access and navigate the site. No hazardous conditions such as livestock will be present on the subject property at the time of any site visit.

Project Specific Assumptions:

7. Clark County determines that because this is a repair project that they will not require a SEPA checklist.
8. The project will not impact riparian habitat so that the county will not require the City to submit a habitat assessment or receive a critical areas permit.
9. There is no federal funding for this project, which could require a separate NEPA review.
10. If a mitigation project is necessary, this contract only includes writing the mitigation plan. A separate contract can be proposed for any other mitigation work involving onsite installation, as-built mapping, monitoring, maintenance, etc.

Exhibit B

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 Washington 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 Washington 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.

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	\$ 0.65 / Mile <i>(or current rates)</i>

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