



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 1

616 NE 4th Avenue
Camas, WA 98607

Project No. 1893.05 (ELS)

SS-545E NW 38th Ave Mitigation Monitoring and Maintenance for Phase 1

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the 26th day of June, 2020, by and between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and Ecological Land Services, 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 4/13/2015, by which Consultant provides professional services in support of the SS-545E NW 38th Ave Mitigation Monitoring and Maintenance for Phase 1. 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.
2. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this Amendment by:
a. [X] Extended to December 31, 2020
b. [] Unchanged from Original/Previous Contract date of _____, 20__
c. 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 \$80,740
b. Amendment No. 1 \$32,700
c. Total \$113,440
d. Consultant billing rates:
e. [X] Modification to Consultant Billing Rates per Exhibit "C" attached herein
f. [] Unchanged from Original 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 counter-parts, which counterparts shall collectively constitute the entire Agreement.

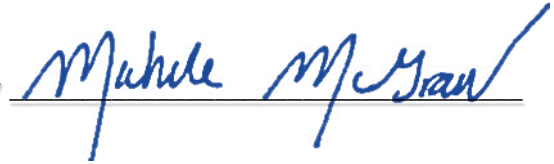
DATED this 11th day day of June, 2020.

CITY OF CAMAS:

CONSULTANT:

Authorized Representative

By _____

By  _____

Print Name _____

Print Name Michele McGraw _____

Title _____

Title Wildlife Biologist/Principal _____



May 26, 2020

Services Requested By:

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

Phone: (360) 817-7231
Fax: (360) 834-1535
E-mail: aashton@cityofcamas.us
Corps of Engineers Permit No. NWS 2001-0901

Please provide billing information, if different:

Client: _____
Address: _____
City, State Zip: _____

Phone: _____
Fax: _____
Cell Phone: _____
E-mail: _____

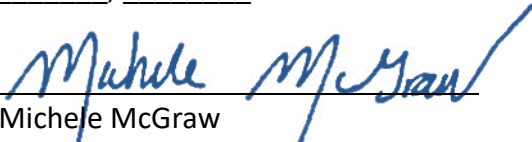
SS-545E NW 38th Ave Mitigation Monitoring and Maintenance for Phase 1 — If you would like to choose a different project name, please indicate: _____

- _____ Initial I understand the **Project Assumptions**
- _____ Initial I understand the **Terms of Agreement, Exhibit B.**
- _____ Initial 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. Rate schedules are provided in **Exhibit C.**
- _____ Initial I understand the **Plant/Large Woody Material Replacement Clause, Exhibit D.**
- _____ Initial This estimate is valid for *30 days* from the date of this letter.
- _____ Initial My correct contact and billing information have been provided above.
- _____ Initial Prevailing wages **do not** apply to this project.

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 **\$32,700**. I accept the terms as stated in this Cost Proposal and Agreement and Exhibits, dated this _____ day of _____, _____.

Signature
City of Camas, Washington


Michele McGraw
Ecological Land Services, Inc.

Printed Name, Title
City of Camas, Washington

**EXHIBIT “A”
AMENDED SCOPE OF SERVICES**

Brief Project Description:

Provide monitoring and maintenance activities for Years 6, 7, and 8 (2020, 2021, 2022) of the required 10-year duration for Phase 1 of the NW 38th Avenue widening project, within parcel number 986031177.

Description of Services and Estimated Costs:**Task 7a: Year 6 Monitoring (2020) no monitoring report required, off year.**

Includes the following:

- Site visit and coordination with field crew to provide letter to City regarding status of the mitigation site

Estimate: \$3,000

Task 7b: Year 6 Maintenance (2020)

Includes the following:

- Focus maintenance and herbicide activities onsite following the “Target Weed Management Map”
- Mowing with weed eater around base of native plants installed within reed canarygrass field
- Coordinate with ELS Biologist as needed

Estimate: \$4,900

Task 8a: Year 7 Monitoring (2021)

Includes the following:

- Collect Year 7 monitoring data
- Collect invasive vegetation data
- Provide Year 7 draft Monitoring Report to City for review and submit final to agencies
- Coordinate with field crew as needed

Estimate: \$4,500

Task 8b: Year 7 Maintenance (2021)

Includes the following:

- Focus maintenance and herbicide activities onsite following the “Target Weed Management Map”
- Mowing with weed eater around base of native plants installed within reed canarygrass field
- Coordinate with ELS Biologist as needed

Estimate: \$4,900

Task 9a: Year 8 Monitoring (2022) no monitoring report required, off year.

Includes the following:

- Site visit and coordination with field crew to provide letter to City regarding status of the mitigation site

Estimate: \$3,500

Task 9b: Year 8 Maintenance (2022)

Includes the following:

- Focus maintenance and herbicide activities onsite following the “Target Weed Management Map”
- Mowing with weed eater around base of native plants installed within reed canarygrass field
- Coordinate with ELS Biologist as needed

Estimate: \$4,900

Task 10: Project Contingency Fund

Includes the following:

- 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: \$7,000

Task 7:	\$ 7,900
Task 8:	\$ 9,400
Task 9:	\$ 8,400
Task 10:	\$ 7,000

Total Not-To-Exceed Estimate: \$ 32,700

* 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.

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, due to unforeseen difficulties which are outside of ELS’s control, 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, Exhibit C), materials or outside services needed to complete such work 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.

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.

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 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 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.

Exhibit C

Standard Billing Rates

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

\$ 195.00/hr.	President	\$ 90.00/hr.	Graphics Technician III
\$ 160.00/hr.	Professional	\$ 80.00/hr.	Graphics Technician II
\$ 125.00/hr.	General Manager	\$ 70.00/hr.	Graphics Technician I
\$ 120.00/hr.	Operations Coordinator	\$ 95.00/hr.	Field Operations Director
\$ 138.00/hr.	Biologist/Environmental Scientist V	\$ 60.00/hr.	Field/Forestry Supervisor
\$ 123.00/hr.	Biologist/Environmental Scientist IV	\$ 55.00/hr.	Field/Forestry Tech IV
\$ 100.00/hr.	Biologist/Environmental Scientist III	\$ 53.00/hr.	Field/Forestry Tech III
\$ 90.00/hr.	Biologist/Environmental Scientist II	\$ 48.00/hr.	Field/Forestry Tech II
\$ 80.00/hr.	Biologist/Environmental Scientist I	\$ 45.00/hr.	Field/Forestry Tech I
\$ 62.00/hr.	Biologist/Environmental Scientist	\$ 80.00/hr.	Project Coordinator III
\$ 105.00/hr.	Graphics Technician V	\$ 60.00/hr.	Project Coordinator II
\$ 100.00/hr.	Graphics Technician IV	\$ 50.00/hr.	Project Coordinator I
\$ 0.70/mile	Standard Mileage rate (travel to and from project site)		
\$ 0.58/mile	Government Mileage rate (travel to and from project site)		
Double the hourly rate Expert Witness Testimony/Litigation Support			

ELS rates are subject to change at the start of each calendar year.

Exhibit D

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. 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.

Large Woody Material Replacement Clause

ELS will not provide replacement for destruction or removal of large woody material due to factors including, but not limited to, vandalism and removal for firewood use by residents or non-residents.