



"Creating Tomorrow's Environment - Today"

**John McConnaughey, PWS**  
**Environmental Technology Consultants**

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**COST ESTIMATE AND PROPOSAL**

Name of Project: 15006B Meadowland Park Jurisdictional Determination

Reference/Proposal 15006B MEADOWLANDPARK.DOCX  
***FOR Lacamas Shores HOA.***

***The following cost estimate is proposed to provide wetland consulting services. On property located County Tax Lot 84839000 This work will be done in a manner satisfying the requirements of the City of Camas, Washington. The following tasks cover the scope of work and associated costs to meet these requirements:***

Dear Mr. McCants and the Lacamas Shores Board of Directors,

Environmental technology Consultants is pleased to provide you with this quote for services, referencing the attached RFP we received via email on 8/10/2016. Per your request, our quote for services includes separate bids for the three tasks outlined in your RFP.

This proposal and cost estimate are based on the attached RFP; "Meadowlands Park Jurisdictional Determination Project", which is attached to this proposal as Appendix #1.

The three tasks below reference the three separate bids requested in the RFP. For the purpose of this proposal, each task is construed as a separate bid.

- Task 1 – Produce a Jurisdictional Determination Report for Meadowlands Park. .... \$5676
- Task 2 – Produce a Wetland Delineation Report for lot 84839000 ..... \$4500
- Task 3 – Other tasks as agreed to in advance .....\$85/hour

If the proposal is acceptable and you wish for us to proceed please sign on the signature page of this contract-proposal and return it to me. I will then counter sign and return a copy to you for your records.

The following activities are outside the scope of this contract, unless specifically agreed upon in advance:

1. Payment by ETC of any fees, including agency fees for receiving or reviewing reports.
2. Payment by ETC of outside consultant fees. This includes, (but is not limited to), services performed by surveyors, arborists, archaeologists, engineers and traffic consultants.

*This proposal is not to be construed as a fixed price bid, and is only an estimate based on experience and past project costs. The final costs may vary from those presented due to unforeseen circumstances, site conditions, or material costs. Based on current project knowledge, site conditions, and prices the total project costs should not exceed those presented.*

Signatures

**In witness whereof, CLIENT and Environmental Technology Consultants (ETC) have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.** Proposal No. 15006B MEADOWLANDPARK.DOCX, dated Monday, August 15, 2016

Client - Name of company or individual requesting services: Lacamas Shores Home Owners Association

Client or authorized agent Signature:

\_\_\_\_\_ Date: \_\_\_\_\_  
Sign Print

Client Billing address: 

Matt McCants, P.E. President Lacamas Shores HOA 2743 NW Walden Drive Camas, WA 98607
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Client Contact Info: 

515-480-4915 Matthew McCants <mmcants@aol.com> President@LacamasShoresHOA.org
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Legal description of property Clark County lot 84839000.

Property owner(s) Lacamas Shores HOA.

Property owner or authorized agent signature for granting ETC access to the property:

\_\_\_\_\_ Date: \_\_\_\_\_  
Sign Print

ETC Project Manager:

\_\_\_\_\_ Date \_\_\_\_\_  
John McConnaughey

## CONSULTING SERVICES AGREEMENT

This Agreement effective this 15<sup>th</sup> day of August, 2016 is made by and between Environmental Technology Consultants, (ETC), a division of Sisul Enterprises Inc., an Oregon corporation (“Environmental Technology Consultants, and Lacamas Shores Home Owners Association (the “CLIENT”))

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows.

**1. SCOPE OF WORK** – Environmental Technology Consultants (ETC) will perform for CLIENT services (the “Services”) as described by Proposal No. 15006B MEADOWLANDPARK.DOCX, dated Monday, August 15, 2016, which is attached to and made a part of this Agreement (the “Proposal”).

**2. COMPENSATION** - Environmental Technology Consultants (ETC) shall be reimbursed for all hours worked and other costs incurred at the rates and terms set forth in the Proposal.

Invoices will be submitted, at least monthly, for Services rendered. Terms of payment are due thirty (30) days from date of invoice with a one and one-half percent (1.5%) per month late fee on balances past due. Interest shall be computed at 31 days from the date of invoice. In addition, any collection fees, attorney’s fees, court costs, and other related expenses incurred by Environmental Technology Consultants (ETC) in the collection of delinquent invoices amounts shall be paid by CLIENT.

Payments will be made to Environmental Technology Consultants (ETC) at:

Remittance Address:

Environmental Technology Consultants (ETC)  
PO Box 821185  
Vancouver, WA 98682

CLIENT’s payment shall represent CLIENT’s acceptance of the Services invoiced by Environmental Technology Consultants (ETC). Upon CLIENT’s failure to make payment in accordance with the terms hereof, Environmental Technology Consultants (ETC) may suspend performance of Services under this Agreement until Environmental Technology Consultants (ETC) has been paid for all balances past due including applicable late penalty charges.

**3. WARRANTIES, LIMITATIONS, AND LIABILITIES** - Environmental Technology Consultants (ETC) will strive to perform Services in a manner consistent with that level of care and skill ordinarily exercised by other members of Environmental Technology Consultants (ETC) profession currently practicing in the same locality under similar conditions.

NO OTHER REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE.

The Services and information provided in accordance with this Agreement are solely for the purpose of the project described in this Agreement and not applicable to any other site or project. Services and information provided as part this Agreement do not contain or offer any legal opinion, interpretation or representation regarding any state, federal, or local laws, rules, regulations, or policies.

As part of the consideration, Environmental Technology Consultants (ETC) requires for provision of the Service, CLIENT agrees that any claim for damages filed against Environmental Technology Consultants (ETC) hereafter by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against Environmental Technology Consultants (ETC) or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of Environmental Technology Consultants (ETC) standard of care hereunder shall be to require Environmental Technology Consultants (ETC) to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of Environmental Technology Consultants (ETC), its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to Environmental Technology Consultants (ETC) for the Service or \$50,000, whichever is less. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

**4. EXCLUSIONS** - The following items are specifically excluded from the scope of this Agreement: application fees, jurisdictional or agency fees, or other costs or fees incurred by others; meeting attendance, on-site reviews, or other project specific activities that may be required by any jurisdictional agencies; design revisions, report modifications, or additional investigations that are the result of project modifications or change in scope, whether initiated by the CLIENT or others acting as a CLIENT agent, or by reviewing agencies; unforeseen site conditions and/or circumstances; requests for services not deemed customary and reasonable for completion of the Services.

Unless specifically included in the Scope of this Agreement, the following specialized studies are excluded from this Agreement: those studies, or services, include, but are not limited to, Surveyor related services, Engineering services, Geotechnical Investigations, Arborists Reports, Traffic Impact Studies, Acoustic Studies, Lighting Designs, Structural and Retaining Wall designs and any other study that would require Environmental Technology Consultants (ETC) to hire an outside consultant for completion of the Services.

**5. INDEPENDENT CONTRACTOR** - Environmental Technology Consultants (ETC) shall be fully independent and shall not act as an agent or employees of CLIENT. Environmental Technology Consultants (ETC) shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

**6. CHANGES** - CLIENT may order changes within the general scope of the Service by altering, adding to, or deleting from the Services to be performed. Further, if Environmental Technology Consultants (ETC) believes any physical condition at, or contiguous to the site is of unusual nature and differs materially from conditions generally encountered or generally recognized as inherent in the character of Services, a change exists. If any such changes causes an increase or decrease in Environmental Technology Consultants (ETC) cost of, or time required for, the performance of any part of the Service, a mutually acceptable equitable adjustment shall be made to the price and performance schedule of this Agreement.

**7. INSTRUMENTS OF SERVICE** - All reports, drawings, plans, or other documents (or copies) furnished to Environmental Technology Consultants (ETC) by the CLIENT, shall at the CLIENT's written request, be returned upon completion of the Service hereunder; provided, however, the Environmental Technology Consultants (ETC) may retain one (1) copy of all such documents. All reports, drawings, plans, documents, software, field notes, and work product (or copies thereof) in any form prepared or furnished by Environmental Technology Consultants (ETC) under this Agreement are instruments of service. Exclusive ownership, copyright, and title to all instruments of service remain with

Environmental Technology Consultants (ETC). CLIENT's right of use on instruments of service, if any, is limited to that use specified in this Agreement. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

**8. CLIENT'S RESPONSIBILITY** – Where the Services include preparation of plans and specifications and/or construction oversight activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and save harmless Environmental Technology Consultants (ETC) from and against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such contractor's performance or nonperformance of their work.

**9. RIGHT OF ENTRY** - The Client will provide, or make provisions for, the right of entry to Environmental Technology Consultants (ETC) employees and hired subcontractors with necessary equipment in order to complete the Services. The Client agrees to defend, indemnify and hold harmless Environmental Technology Consultants (ETC) from any and all claims from any alleged trespass.

**10. PLAN RESPONSIBILITY** - Environmental Technology Consultants (ETC) shall not be held responsible for dimensions or elevations from plans, details, or specifications other than those designed by Environmental Technology Consultants (ETC).

**11. ASSIGNMENT AND SUBCONTRACTING** - This Agreement does not create any right or benefit in anyone other than CLIENT and Environmental Technology Consultants (ETC) and shall not be assigned by either party without the prior written approval of the other party. Environmental Technology Consultants (ETC) may, however, subcontract portions of the Services to a qualified subcontractor without prior approval of CLIENT.

**12. PROBABLE COST** - Environmental Technology Consultants (ETC) does not guarantee the accuracy of probable costs for engineering services or construction estimates. Such probable costs represent only Environmental Technology Consultants (ETC) judgment as a professional and, if furnished, only for the CLIENT's general guidance.

**13. TERMINATION** - Environmental Technology Consultants (ETC) may terminate this Agreement if CLIENT becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors. Either party may terminate this agreement at any time, with or without cause, upon ten (10) days prior written notice to the other party. CLIENT shall compensate Environmental Technology Consultants (ETC) for all Services performed hereunder through the date of termination and all reasonable costs and expenses incurred by Environmental Technology Consultants (ETC) in effecting the termination, including non-cancelable commitments to sub-contractors.

**14. DISPUTE RESOLUTION** - If a dispute cannot be resolved by good faith effort to settle, or arbitration, or mediation, the dispute shall be settled by litigation in an appropriate court in the state of the Environmental Technology Consultants (ETC) office entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement.

The non-prevailing party in any litigation shall reimburse the prevailing party for the prevailing party's documented legal costs (including reasonable attorney's fees), in addition to whatever other judgment or settlement sums may be due.

**15. GOVERNING LAWS** - This Agreement shall be governed and construed in accordance with the laws of the state of the Environmental Technology Consultants (ETC) office entering into this Agreement.

**16. ENTIRE AGREEMENT** - The terms and conditions set forth herein constitute the entire understanding and agreement of Environmental Technology Consultants (ETC) and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Any modifications or revisions of any provision set forth herein or any additional provision contained in any purchase order, acknowledgement, or other form of the CLIENT is hereby superseded and expressly objected to by Environmental Technology Consultants (ETC) and shall not operate to modify this Agreement. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purchases and in no event shall Environmental Technology Consultants (ETC) be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by Environmental Technology Consultants (ETC). CLIENT shall endeavor to reference this Agreement on any purchase order or other form it may issue to procure Environmental Technology Consultants (ETC) services, but CLIENT's failure to do so shall not operate to modify this Agreement.



## **REQUEST FOR PROPOSAL**

### **MEADOWLANDS PARK JURISDICTIONAL DETERMINATION PROJECT**

#### **Proposal Sought:**

The Lacamas Shores Homeowners' Association ("LSHOA") is seeking proposals to prepare documents required by the City of Camas to manage vegetation on a lot wholly owned and managed by the LSHOA, namely Clark County Tax Lot 84839000, AKA "Lacamas Shores HOA Common Area", or "Meadowlands Park".

#### **Delivery Date:**

The Request for Proposal is made available from August 1, 2016 to September 1, 2016.

#### **Bid Information:**

Currently, the northern 2/3 of the tax lot is in use as a stormwater treatment facility, and the southern portion of the lot is in use as an athletic field with a boat launch facility. No change in use is proposed. These uses have been in place since approximately 1990. Members of the LSHOA wish to properly manage vegetation in a manner that will restore the stormwater treatment facility, thereby ensuring water quality, preserve wildlife habitat, and restore views.

The successful candidate will work with the Washington State Department of Ecology and other government agencies as necessary to make a jurisdictional determination, which shall require a Jurisdictional Determination Report and/or a Wetland Delineation.

#### **Jurisdictional Determination Report:**

The purpose of a jurisdictional determination report is to show that lot 84839000 was developed as a stormwater treatment facility, and is largely a created wetland for the purpose of treating stormwater runoff from the HOA and a portion of Lake Road. The report will argue that the lot should be considered to be non-jurisdictional wetlands managed as part of a private storm water treatment facility.

1. Provide a general map of wetland and non-wetland areas on lot 84839000. The LSHOA will mark in the field two or more property corners adjoining lot 84839000 to use to as reference points, or provide other suitable reference points that can be tied to property boundaries, or the consultant may locate their own reference points if they so choose as long as their mapping will show wetland boundaries relative to property lines.



**APPENDIX #1**  
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2. Prepare 1 or more paired plots and map the wetland extents.
3. NOT REQUIRED: The Washington Wetland Rating form(s), or mapping of various vegetation and hydrologic subunits of the wetland.
4. Summarize the known permits, deeds, development plans, and information concerning lot 84839000.

**Wetland Delineation Report:**

Should the above Jurisdictional Determination Report be considered insufficient, the consultant may be asked to prepare a Wetland Delineation Report for lot 84839000 that meets the requirements of the WA Department of Ecology and the USACE.

**Reference Documents:**

The LSHOA will provide some documentation supporting this claim, including deeds, historic photos and aerials, and a copy of an article written about the facility that was published in the July 1993 edition of Water Environment & Technology, entitled "Wetlands for Stormwater Treatment". In addition, the Camas City Manager has stated that there are 4 boxes of documents at the Camas City Hall related to the LSHOA. The consultant will review these documents, copy portions of those relevant to lot 84839000, and include those in his or her report. It is believed the area was mapped and delineated in the late 1980's or early 1990's, and it is hoped that copies of those studies will be located by this investigation.

**Separate bids for the following services are requested:**

1. Fixed bid. Produce a Jurisdictional Determination Report per the above requirements.
2. Fixed bid. Produce a Wetland Delineation Report for lot 84839000.
3. An hourly bid is requested for additional services that may be required, which may include writing a permit application to manage vegetation, and/or providing expert opinion in meetings with agencies with and/or on behalf of the LSHOA.

**ACCESS:**

Lot 84839000 is accessible to the public, no advance permission is required. There is ungated pedestrian access on a path along the east side of 5706 NW EL REY DR, CAMAS, 98607, or the Lacamas Lake Heritage Trail system. Vehicle access is available from a gate on the north side of 2143 NW Lacamas Drive, Camas, WA 98607. Contact the LSHOA Board of Directors for gate access.

**QUALIFICATIONS:**

The consultant must have qualifications acceptable by the City of Camas for preparing a Critical Areas Report, such as a certification as a Professional Wetland Scientist.

**CONTACT:**

All inquiries and/or proposals should be submitted to Matt McCants, President of the Board of Directors, Lacamas Shores HOA at [president@LacamasShoresHOA.org](mailto:president@LacamasShoresHOA.org).