



TO: James E. Carothers – City of Camas
FROM: Chuck Harper - Harper Houf Peterson Righellis Inc.
DATE: January 26, 2016
**SUBJECT: Lacamas Heritage Trail Parking Lot Expansion Consulting Services
Professional Services Proposal and Agreement**

Harper Houf Peterson Righellis Inc. (HHPR) in association with Normandeau Associates, Inc. (NAI) and Archaeological Investigation Northwest (AINW) proposes to provide the planning, environmental and cultural resources permitting studies and permitting, and engineering services associated with the Lacamas Heritage Trailhead Site located near the intersection of NE Goodwin Road and NW Alexandra Lane.

SCOPE OF SERVICES

HHPR, NAI, and AINW will provide the planning, environmental and cultural, and civil engineering services for the subject project per Exhibit “A” – Scope of Services.

PROPOSED PROFESSIONAL FEES

Based on the scope of services and assumptions noted in Exhibit “A”, Harper Houf Peterson Righellis Inc. proposes to be compensated on a time and material basis per Exhibit “B” with a total estimated not to exceed fee of \$98,335. The breakdown in Exhibits “B” approximates the breakdown and is offered for informational purposes only; actual distribution by task may vary as they are performed.

AGREEMENT

Please refer to Exhibit “C” for HHPR’s Standard Terms and Conditions. Changes to the assumptions or project description that result in significant revisions to our work will be considered additional services. The fee for additional services will be discussed and agreed upon prior to performing those services.

HHPR agrees to comply in accordance with all relative regulations of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21.

If you agree with this proposal, please sign on the space provided and return a signed copy.

HARPER HOUF PETERSON RIGHELLIS INC.

CITY OF CAMAS

Charles L. Harper, PE

Principal

BY: _____

Title: _____

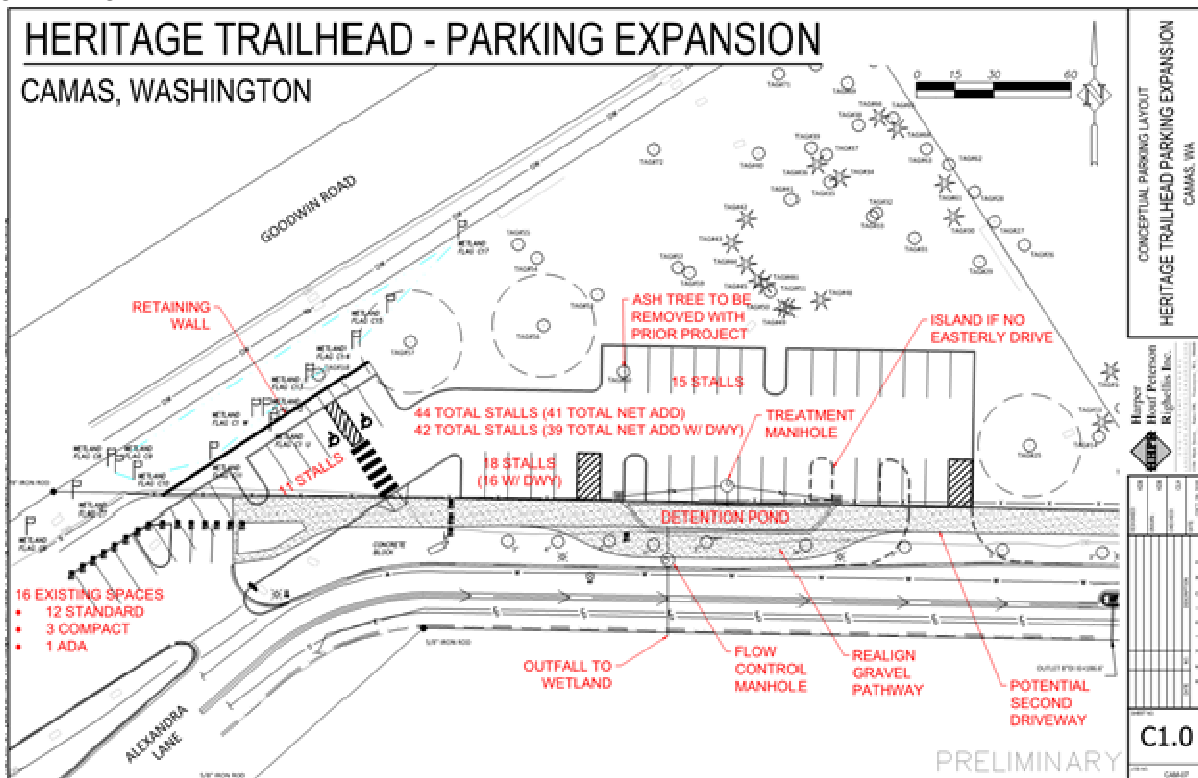
Date: _____

EXHIBIT "A" - SCOPE OF WORK

Lacamas Heritage Trailhead Parking Lot Expansion

Project Understanding and Scope of Services

The City of Camas (CITY) is planning to expand the Lacamas Heritage Trailhead parking lot into the undeveloped 1-acre parcel located to the northeast of the current parking lot. The proposed parking lot expansion will occupy the western portion of the parcel away from the oak mitigation. The initial phase of planning for development of this parcel required a review of site for jurisdictional wetlands, which has been completed, and preparation of a preliminary parking plan is shown below. The following scope presents the next step in the planning, permitting and final engineering process.



The scope of services shall consist of the following primary tasks:

- Task 1: Project Management and Administration
- Task 2: Land Use Planning Services
- Task 3: Environmental Permitting Services by *Normandeau and Associates, Inc. (NAI)*
- Task 4: Cultural Resources Services by *Archeological Investigation Northwest (AINW)*
- Task 4: Engineering Design Services.

Project Design Assumptions

- Street Improvements – With the exception of driveway approaches, it is not anticipated that street improvements to NE Goodwin Road or NW Alexandra Lane will be required; and therefore is not included in the scope of work.
- Drainage – Given the high ground water in the area, the use of pervious surfacing materials is not anticipated to be used; and therefore not included.
- Irrigation – Assumed to be “Design Build”.
- Construction Services – Not included with this proposal.

The scope of services shall consist of the following primary tasks:

- Task 1: Project Management and Administration
- Task 2: Land Use Planning Services
- Task 3: Environmental Permitting Services
- Task 4: Parking & Site Design, PSE, and Bidding Services

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

HHPR shall perform the following tasks involved in the design of the Project.

1.1 Project Management

- HHPR shall provide management, coordination, and direction to the Project team.
- HHPR shall schedule and administer project team meetings as needed.
- HHPR shall establish a quality management program, and designate responsibility for review of technical work and other deliverable products.

1.2 Project Coordination

- HHPR shall organize and hold project meetings with key Project team members, as well as representatives from the City of Camas and other agencies as needed.
- HHPR shall coordinate Project activities with the City.

TASK 2: LAND USE PLANNING

2.1 Preapplication Process

- HHPR land use planner will prepare, submit and attend the pre-application meeting at the City.

2.2 Type II Site Plan Review

- HHPR Land Use Planner will prepare land-use application forms and project narrative, addressing all applicable code and approval criteria for Type II application and submit the application to the City.

Task 2 Assumptions

- *Assumes a Type II Site Plan Review and SEPA (by Normandeau). Additional applications, as required, such as variances would be considered additional services.*
- *All agency fees to be provided by others.*
- *Assumes one preapplication meeting, no additional meetings or hearings are included.*
- *Scope and fee may need to be reevaluated and amended following findings from the pre-application meeting.*
- *Clark County Health Department approval letter not required.*

TASK 3: ENVIRONMENTAL PERMITTING SERVICES (NAI)

3.1 SEPA and Land Use Compliance

The Project requires preparation of a SEPA Checklist. To the extent possible, previous and current studies and current design information will be used to initiate drafting the SEPA Checklist. The Checklist will be prepared in accordance with City and State regulations and policies. It is assumed that the Checklist will be approved by the City as a Determination of Non-Significance (DNS) or Mitigated DNS.

A SEPA Checklist includes sixteen environmental elements to be evaluated, some of which are more pertinent to this project than others. The natural resource-related elements (such as Water, Plants, and Animals) and associated analysis can be based on information obtained from the initial fieldwork, the listed-species research, and design information. Evaluation of the human environment (such as Air, Energy, Environmental Health, Transportation, Public Services, and Utilities) can be made from project-specific studies (geotechnical, hazardous material, noise, air, and traffic) or the project design proper. Historic/Cultural evaluation will be based on the findings of a project specific cultural resources study/report.

Normandeau will coordinate and support HHPR with their land use compliance documentation and processing.

Task 3.1 Assumptions

- *Resource and impact information required to address the non-natural resource sections of SEPA will be provided by HHPR, other consulting firms, or the City. Normandeau will incorporate this information into the SEPA Checklist.*
- *The City is responsible for processing of the SEPA checklist.*
- *The City is responsible for all associated fees.*
- *The City will issue a DNS or Mitigated DNS.*
- *No compensatory wetland or habitat mitigation is required.*
- *This scope includes one round of review and revision.*

Task 3.1 Deliverables

- *SEPA Checklist (One draft copy to HHPR and City; one final copy to HHPR and City; three paper/bound copies to the City)*

3.2 Critical Area Ordinance (CAO) Permit

A CAO report will be prepared for submittal to the City to address impacts to wetlands, critical aquifer recharge areas, frequently flooded areas, geologically hazardous areas, and fish and wildlife habitat conservation areas. The report will be based on supporting studies and research including the SEPA Checklist, listed-species research, and engineering reports.

Task 3.2 Assumptions

- *No compensatory wetland or habitat mitigation is required.*
- *This scope includes one round of review and revision.*

Task 3.2 Deliverables

- *Critical Area Ordinance Report (one draft electronic copy to HHPR and City; one final electronic copy to HHPR and City, and three paper copies to the City).*

3.3 Task 3. Shoreline Review

At the November 12 project meeting, the City planning staff agreed that if the project impact area is outside City shoreline jurisdiction then a shoreline analysis and submittal would not be required for the project. Normandeau will conduct an office investigation to determine if the project area is or is not within the shoreline boundary as identified by the City. A memorandum will be prepared summarizing methods and findings of the review.

Task 3.3 Assumptions

- *No field work is anticipated to be required.*
- *Memorandum of findings will be less than two pages not including graphics.*
- *This scope includes one round of review and revision.*

Task 3.3 Deliverables

- *Shoreline Memorandum (one draft electronic copy to HHPR and City; one final electronic copy to HHPR and City).*

3.4 Project Planning and Coordination

Normandeau will support general project planning with the City via project team meetings, email, and teleconferences. Task also includes non-technical internal project activities, such as invoicing, throughout the project.

Task 3.4 Deliverables

- *Attend up to three City and/or project team meetings*

TASK 4: CULTURAL RESOURCES SERVICES (AINW)

The project was included in an archaeological pedestrian survey conducted in 1998 for the North Dwyer Creek Master Plan Study. Archaeological sites are numerous in the area, and three are within a few hundred feet of this location. The 1998 report (AINW Report No. 156) recommended shovel testing along Lacamas Creek; this area is more distant, and shovel testing would be done as a contingency, after a field visit to verify existing conditions.

4.1 Review and Reconnaissance

- AINW would conduct the background review and make a field inspection to determine whether it is advisable to excavate shovel tests. A report will be prepared that would meet the City's ordinance for an archaeological *predetermination* if no shovel testing is needed; or would provide the background review for a "survey" report, if shovel testing may be needed to meet the review under the City's ordinance and a resource is found.

Task 4.1 Assumptions

- *No archaeological resource would be identified.*
- *A predetermination report would be the deliverable.*
- *Copies of the report will be sent via certified mail to the DAHP and seven tribes (total of 12 copies)*
- *If artifacts are observed on the surface, they will be photographed but not collected.*
- *The historic-period campground will not be documented as part of the study.*

4.2 Shovel Testing and Survey-Level Report (If necessary)

- If shovel testing is recommended based on the field reconnaissance, up to four shovel tests will be excavated. It is assumed that up to two shovel tests would be excavated initially, and if evidence of an archaeological site was encountered, the other two tests would be excavated to delineate the resource. If no evidence of a resource is found, the results will be added to the predetermination report. If evidence of an archaeological site is found, a *survey* report will be prepared instead of a predetermination study.

Task 4.2 Assumptions

- *Up to four shovel tests, 30 centimeters at the surface and at least 50 centimeters deep, will be excavated and the standards of the City's ordinance will be followed.*
- *The results will be added to the predetermination study if no artifacts are found.*
- *If evidence of a site is encountered, the study will need to meet the standards for an archaeological survey under the City's ordinance.*
- *Up to one resource may be found and need to be recorded.*
- *If artifacts are encountered, they will be returned to the shovel test where they are found.*

TASK 5: DESIGN ENGINEERING, PSE & BIDDING SERVICES

5.1 Site Investigation (including Geotechnical), Utility Data Collection, and Coordination

- Perform necessary site investigation to review existing information and standards to fully understand the issues, challenges, and processes previously established.
- Design plans shall be sent to the utility companies at the completion of preliminary design 90%, and final completion stages. Copies of the plans and utility correspondence shall be forwarded to the City.

5.2 Hydraulics, Hydrology, Water Resources, Water Quality Study/Report & Design

- Available City data relating to the drainage and water resources for the project area shall be collected and reviewed.
- Mechanical treatment and detention (as shown on the plan, on page 1) for on-site facilities will be analyzed.
- A preliminary stormwater report for the project will be prepared and submitted with 90% documents.
- A final stormwater report will be prepared and submitted with the final PSE.

Task 5.2 Assumptions

- *Given the high ground water condition in the area and anticipated "low to no" infiltration rates, infiltration testing is not included. The preliminary plan (shown on page 1, dated 10/29/2015) assumes a treatment manhole and detention facility, and no infiltration in the design.*

5.3 Parking Lot Design and PSE

- Design grading for the parking lot, including curbs, walks, paths and site details.
- Design stormwater quantity and quality systems for the parking lot improvements.
- Design the landscape improvements for the parking lot improvements.
- Develop the irrigation system design/build criteria for the new landscape areas, including water service connection to the City system.
- Design lighting foundations as required.
- Design retaining walls as required.
- Prepare and submit project plans to the City for review at the completion of the 90% design stages. The project plans shall include the following:
 - Title and General Notes Sheet – 1 sht
 - Existing Conditions(Survey) – 1 sht
 - Parking Lot Layout/Dimension Plan (with signing/stripping) – 1 to 2 shts
 - Parking Lot Grading Plan w/ Erosion Control – 1 to 2 shts
 - Parking Lot Stormwater Plan – 1 to 2 shts
 - Retaining wall plans, profiles and details – 1 sht
 - Landscape Plan and Details – 1 to 2 shts
 - Project Details and Sections Plan – 1 shts
 - Parking Lot Lighting Plans (see Lighting Task 5.5, by GTEng)
- Prepare and submit final PSE for bidding.

Task 5.3 Assumptions

- *Parking layout per preliminary plan, dated 10/29/2015 (shown on page 1)*
- *PSE submittals at 90% and Final.*

5.4 Parking Lot and Street Lighting Design (Global Transportation Engineers – GTEng)

Global Transportation Engineering (GTEng) will prepare parking lot and street lighting plans for the Oak Mitigation Site located at the Heritage Trail Access Parking Lot. The project site is located with frontage along NE Goodwin Road and NW Alexandra Lane (PVT) in Camas, Washington. Area lighting will be designed for the proposed (expanded) parking lot area. Roadway lighting design will consist mainly of modifications to the existing light along the NW Alexandra Lane frontage where the new parking lot will disturb the existing lighting system. This should mainly consist of conduit and junction box modifications. It is anticipated the existing service panel will be utilized for the new parking lot lighting circuit and the modified roadway lighting circuits.

- GTEng will coordinate with Clark Public Utilities and other utilities to confirm power service locations and resolve possible conflicts with the roadway lighting circuits. GTEng will perform voltage drop calculations to determine the required number of lighting circuits, wire and conduit sizes. The light pole locations will be coordinated with other civil improvements including tree locations to minimize conflicts. The lighting plans will identify pole types, conduits, junction boxes, wiring, and power sources. The lighting related plans will include the following:
 - Street & Parking Lot Lighting Plans – One Plan Sheet (1" = 30' full size)
 - Wiring Schematic – One Plan Sheet (NTS)
 - Street Lighting Details – One plan sheet (NTS)
- Special provisions and an engineer's cost estimate will be developed for the parking lot and frontage roadway lighting. See Tasks 5.6 and 5.7 for submittal requirements.

Task 5.4 Assumptions

- *No lighting analysis has been included under this scope of services.*
- *A design conference with the City Engineer and Clark Public Utilities shall be required before design begins.*
- *Existing luminaire, pole type and footing will be provided by the City.*
- *Existing service panels can be used for the parking lot lighting.*
- *No research on luminaire or poles will be conducted. The same lights present along NW Alexandra Lane will be used in the parking lot and frontage roadway.*

Task 5.4 Deliverables

- *Street & Parking Lot Lighting Plans*
- *Wiring Schematic*
- *Street Lighting Details*

5.5 Specifications

- HHPR shall prepare Project Special Provisions and assemble the Contract Bid Documents as required by the design, for bidding purposes. Project Specifications shall comply with the City of Camas Standard Specification format and a first draft shall be submitted with the 90% plans. HHPR shall be responsible for updating the Amendments and General Special Provisions to current *Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction*.

5.6 Cost Estimate

- Prepare cost estimates at the completion of the 90% and final design stages. Itemized quantities shall be computed at the 90% stage.

5.7 DOE (CSGP) and SWPPP (HHPR)

- Assuming that the storm drainage runoff will not infiltrated on-site, a DOE Construction Stormwater General Permit (CSGP) will be required. HHPR will prepare the Notice of Intent (NOI) for City signature. *The NOI needs to be submitted approximately 60 days prior to construction. It is assumed that the City will place the notices in the paper, pay any fees, and submit the NOI for permit.*
- Prepare the Storm water Pollution Prevention Plan (SWPPP) for the Project.

Task Assumptions

- *With the CSGP, the NOI needs to be submitted at least 60 days prior to construction. It is assumed that the City will place the notices in the paper, pay any fees, and submit the NO for permit.*

5.8 Bidding Services

- Respond to questions and issues arising during bidding.
- Prepare and issue up to one (1) addendum.

Exhibit "B"
Lacamas Heritage Trailhead Parking Lot Expansion

Professional Services Fee Proposal Estimate
January 26, 2016

Task and Description	Harper Houf Peterson Righellis Inc. (Project Management, Planning, Landscape/Irrigation & Engineering-PSE)														Lighting Design	Natural Resources & Mitigation	Cultural Resources	Total Per Task
	PM	P.Eng.	Des./CAD	QC Engr	P.L.A.	LA	Planner	Surv.Mgr	P.Surv.	Surv.T	Surv.CC	Surv.IP	Clr	Reim.	GTEng	Normandeau	Archaeological Invest. NW	
Task 1: Project Management and Administration																		\$7,030.00
1.1 Project Management (6 months @ approx. 4 hr / month)	24.00	6.00											3.00	\$50.00				\$5,450.00
1.2 Project Coordination (up to 1 Team + 1 City meetings)	4.00	4.00											3.00					\$1,580.00
Task 2: Land Use Planning																		\$5,765.00
2.1 Preapplication Process	0.50	2.00					8.00							\$0.00				\$1,527.50
2.2 Type II Land Use Services	0.50	0.50					28.00							\$150.00				\$4,237.50
Task 3: Environmental Permitting Services																		\$16,603.50
3.1 SEPA and Land Use Compliance	0.50	0.50												\$0.00		\$5,984.00		\$6,151.50
3.2 Critical Area Ordinance (CAO) Permit	0.50	0.50												\$0.00		\$5,481.00		\$5,648.50
3.3 Shoreline Review	0.50	0.50												\$0.00		\$1,788.50		\$1,956.00
3.4 Project Planning and Coordination	0.50	0.50												\$0.00		\$2,680.00		\$2,847.50
Task 4: Cultural Resources Services																		\$5,771.43
4.1 Archaeological Recon and Predetermination	0.25	0.25												\$0.00			\$2,780.00	\$2,863.75
4.2 Contingency - for shovel testing, and archaeological report	0.50	0.50												\$0.00			\$2,740.18	\$2,907.68
Task 5: Design Engineering, PSE, and Bidding Services																		\$63,162.50
5.1 Site Investigation (including Geotech), Utility Data Collection, and Coordination	1.00	3.00	6.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	\$50.00				\$1,815.00
<i>Investigation and Data Collection</i>	0.50	1.00	2.00			2.00							1.00	\$20.00				
<i>Submit and coordinate plans (90% & finals) with Utilities</i>	0.50	2.00	4.00										2.00	\$30.00				
5.2 Hydraulics, Hydrology, Water Resources, Water Quality Study/Report & Design	1.00	24.00	8.00										1.00	\$100.00				\$5,035.00
5.3 Parking Lot Design and PSE (90% and Finals)																		
5.3 Title and General Notes Sheets (1 shts)	0.25	1.50	5.00	0.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.50	\$10.00				\$963.75
<i>90% Plans</i>	0.25	1.00	4.00	0.50									0.25	\$5.00				
<i>Final Plans</i>		0.50	1.00	0.25									0.25	\$5.00				
5.3 Existing Conditions Plans (1 sht)	0.25	1.50	3.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.50	\$10.00				\$718.75
<i>90% Plans</i>	0.25	1.00	2.00	0.25									0.25	\$5.00				
<i>Final Plans</i>		0.50	1.00	0.25									0.25	\$5.00				
5.3 Parking Lot Layout/Dimension/Signing-Striping Plans (1-2 shts)	0.50	8.00	20.00	0.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.50	\$10.00				\$3,622.50
<i>90% Plans</i>	0.50	6.00	16.00	0.50									0.25	\$5.00				
<i>Final Plans</i>		2.00	4.00	0.25									0.25	\$5.00				
5.3 Parking Lot Grading and Erosion Control Plans (1-2 shts)	1.50	20.00	48.00	0.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.50	\$10.00				\$8,657.50
<i>90% Plans</i>	1.00	16.00	32.00	0.50									0.25	\$5.00				
<i>Final Plans</i>	0.50	4.00	16.00	0.25									0.25	\$5.00				
5.3 Parking Lot Stormwater Plans (1-2 shts)	0.75	14.00	30.00	0.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.50	\$10.00				\$5,676.25
<i>90% Plans</i>	0.50	12.00	24.00	0.50									0.25	\$5.00				
<i>Final Plans</i>	0.25	2.00	6.00	0.25									0.25	\$5.00				
5.3 Retaining Wall Plans / Sections / Details (1 shts)	0.50	10.00	16.00	0.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.50	\$10.00				\$3,522.50
<i>90% Plans</i>	0.50	8.00	12.00	0.50									0.25	\$5.00				
<i>Final Plans</i>		2.00	4.00	0.25									0.25	\$5.00				
5.3 Landscape Plan / Details (1-2 shts)	0.25	0.75	0.00	0.00	12.00	32.00	0.00	0.00	0.00	0.00	0.00		0.50	\$10.00				\$5,733.75
<i>90% Plans</i>	0.25	0.50			8.00	24.00							0.25	\$5.00				
<i>Final Plans</i>		0.25			4.00	8.00							0.25	\$5.00				
5.3 Project Details and Sections (4-5 shts)	1.50	10.00	32.00	0.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.50	\$20.00				\$5,387.50
<i>90% Plans</i>	1.00	8.00	24.00	0.50									0.25	\$10.00				
<i>Final Plans</i>	0.50	2.00	8.00	0.25									0.25	\$10.00				
5.4 Parking Lot Lighting-Electrical Plans/Details (3-4 shts)	0.50	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.50	\$10.00	\$6,640.00			\$6,857.50
<i>90% Plans</i>	0.25	0.25											0.25	\$5.00				
<i>Final Plans</i>	0.25	0.25											0.25	\$5.00				
5.5 Specifications (Bid Proposal, Specials, and GSP)	2.00	24.00	6.00	0.00	8.00	3.00	0.00	0.00	0.00	0.00	0.00		2.00	\$20.00				\$6,480.00
<i>Bid Proposal Amendments, GSPs, Special Provisions - 90%</i>	1.00	16.00	4.00		6.00	2.00							1.00	\$10.00				
<i>Bid Proposal Amendments, GSPs, Special Provisions - 100%</i>	1.00	8.00	2.00		2.00	1.00							1.00	\$10.00				
5.6 Cost Estimates (90% and Final)	1.50	8.00	8.00		2.00	2.00							0.50	\$0.00				\$2,942.50
5.7 CSGP and SWPPP	1.00	12.00	16.00										2.00	\$50.00				\$3,985.00
5.8 Bidding Services	1.00	4.00	8.00										1.00	\$30.00				\$1,765.00
Total Hours - HHPR	\$175.00	\$160.00	\$105.00	\$140.00	\$140.00	\$120.00	\$140.00	\$160.00	\$140.00	\$100.00	\$110.00	\$70.00	\$80.00	\$550.00	\$6,640.00	\$15,933.50	\$5,520.18	\$98,332.43

Total Hours - HHPR

PM - Project Manager
 P.Eng. - Project Engineer
 Des./CAD - Civil Designer/CAD
 QC Eng. - Quality Control Engineer

P.L.A. - Project Landscape Architect
 LA - Landscape Architect
 Planner - Land Use Planner
 Clr - Clerical (Admin Assist.)

Surv.Mgr - Survey Manager
 P.Surv. - Project Surveyor
 Surv.T - Survey Technician
 Surv.CC - Survey Crew Chief
 Surv.IP - Survey Instrument Person

Totals by Consultants	
HHPR (Mgmt., Planning, Engineering)	\$70,238.75
GTEng (Lighting)	\$6,640.00
Normandeau (Natural Resources & Mitigation)	\$15,933.50
Archaeological Investigations NW (Cultural Resources)	\$5,520.18
Total	\$98,332.43

EXHIBIT C – STANDARD TERMS AND CONDITIONS

Unless otherwise stated (or enclosed) in the contract, the following terms and conditions will apply.

Authorization to Proceed. Any request by Client for HHPR to proceed with work shall constitute an express acceptance to all terms of this agreement, including these general provisions.

Termination and Assignment. Either Client or HHPR may terminate this Agreement by giving 30 days written notice to the other party. In such event, Client shall immediately pay HHPR in full for all work previously authorized and performed prior to effective date of termination. This Agreement is between Client and HHPR and is not transferable without the written consent of the other party.

Fees and Estimates. Charges for services will be billed in accordance with HHPR's standard bill rates. Bill rates are reviewed and may be adjusted annually.

Indemnification, Insurance & Limitation of Liability. Client hereby agrees to indemnify and hold harmless HHPR from any claim, demand, loss or liability, including reasonable attorney's fees that results from for any loss, damage, or liability arising from any acts by the Client, its agents, staff, and/or other consultants or agents that act at the direction of Client.

HHPR is covered by a general liability insurance policy with an aggregate limit of \$2 million / \$1 million per occurrence and a professional liability with an aggregate limit of \$2 million / \$2 million per claim. Client agrees that in no case shall HHPR's liability to the Client for any cause or combination of causes, in the aggregate, exceed the amount of HHPR's remaining professional liability coverage.

Professional Standards. HHPR services shall be performed in a manner consistent with that degree of care, skill, and diligence maintained by professionals providing similar services in HHPR's local community at the time that HHPR provides services under this Agreement. HHPR makes no warranties, whether express or implied, with respect to the services rendered hereunder.

Ownership of Documents. It is understood and agreed that the calculations, drawings, and specifications prepared pursuant to this Agreement ("Work Product"), whether in hard copy or electric media including BIM models form, are instruments of professional services intended for one-time use by Client only for this project only. Work Product is and shall remain the property of HHPR. Client shall not obtain the right to use the Work Product, even for one-time use unless all amounts due under this Agreement are paid in full and HHPR agrees in writing. If Client is in possession of any Work Product and has not paid any amount due hereunder, HHPR may demand return of the Work Product, and may specifically enforce Client's obligation to return such Work Product subject to duties imposed upon Client under the Washington State Public Records Act.

Payment Terms & Conditions. Monthly invoices will be issued for all work covered by this agreement. Client agrees that if it disputes any portion of an invoice, Client must notify HHPR of such dispute in writing within 30 days of the invoice date or will otherwise waive any right to dispute the invoice.

Invoices are due and payable on receipt. All amounts more than 30 days past due will be subject to finance charges. Finance charges are computed at a periodic rate of 1.5% per month. Failure to timely pay any amounts is a material breach of this Agreement. In such event, HHPR may suspend service and obligations and may further withhold plans, documents, and other information. HHPR may claim a lien for all materials, labor, and services furnished if any amount due hereunder is not timely paid.

In addition to the principal amount and finance charges due, Client agrees to pay HHPR all collection costs that HHPR incurs, regardless of whether or not litigation is initiated, including but not limited to reasonable attorney's fees, court costs, and charges for HHPR staff time (at HHPR's standard rates).

Notice of Claims. Client shall, and expressly agrees to, provide HHPR immediate written notice of any facts that could potentially result in any potential claim against HHPR, including but not limited to any dispute, any claimed damages, any perceived failure by HHPR, or otherwise. As a condition precedent to any recovery from HHPR, Client shall give HHPR written notice of any such claim or facts that could result in a claim not later than ten (10) days after the date the client receives notice of the potential claim. Client's failure to provide such notice, for any reason, shall constitute waiver of such claim.

Venue. Any litigation initiated in connection with this agreement shall take place in Clark County, Washington, unless such case involves a lien claim that must be litigated elsewhere as a matter of law. All claims of any nature that relate to this Agreement shall be subject to Washington law, unless such claims relate to the foreclosure of a lien and are, as a matter of law, subject to the laws of another state.

Enforceability / All Terms Material. All provisions herein are material to HHPR's agreement to provide services, and were expressly negotiated by the parties. In case any one or more of the provisions contained in this agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired.