A-202

Harper Houf Peterson Righellis Inc.
ENGINEERS ◆ PLANNERS
LANDSCAPE ARCHITECTS ◆ SURVEYORS
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TO: **Jim Hodges –** City of Camas

FROM: **Chuck Harper** - Harper Houf Peterson Righellis Inc.

DATE: March 28, 2016

SUBJECT: **Lacamas Lane Slide Repair – Phase 1**
Investigation and Concept Engineering Consulting Services
Professional Services Proposal and Agreement

Harper Houf Peterson Righellis Inc. (HHPR) in association with Apex Companies, LLC (APEX) and Archaeological Investigations NW, Inc. (AINW) proposes to provide the geotechnical investigation and engineering, environmental studies and cultural resources investigations, surveying and preliminary concept engineering services associated with the Lacamas Lane Slide Repair located southwest of the intersection of NW Lake Road and NW Lacamas Lane.

SCOPE OF SERVICES

HHPR, APEX and AINW will provide the geotechnical, environmental, cultural, surveying and 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" (Lacamas Lane Slide Repair – Phase 1 Consulting Services) with a total estimated not to exceed fee of $136,896. The breakdown in Exhibits "B" approximates the breakdown and is offered for informational purposes only; actual distribution by task may vary as the services 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.

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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 BY: _____

Title: _____

Principal Date: _____

EXHIBIT "A"

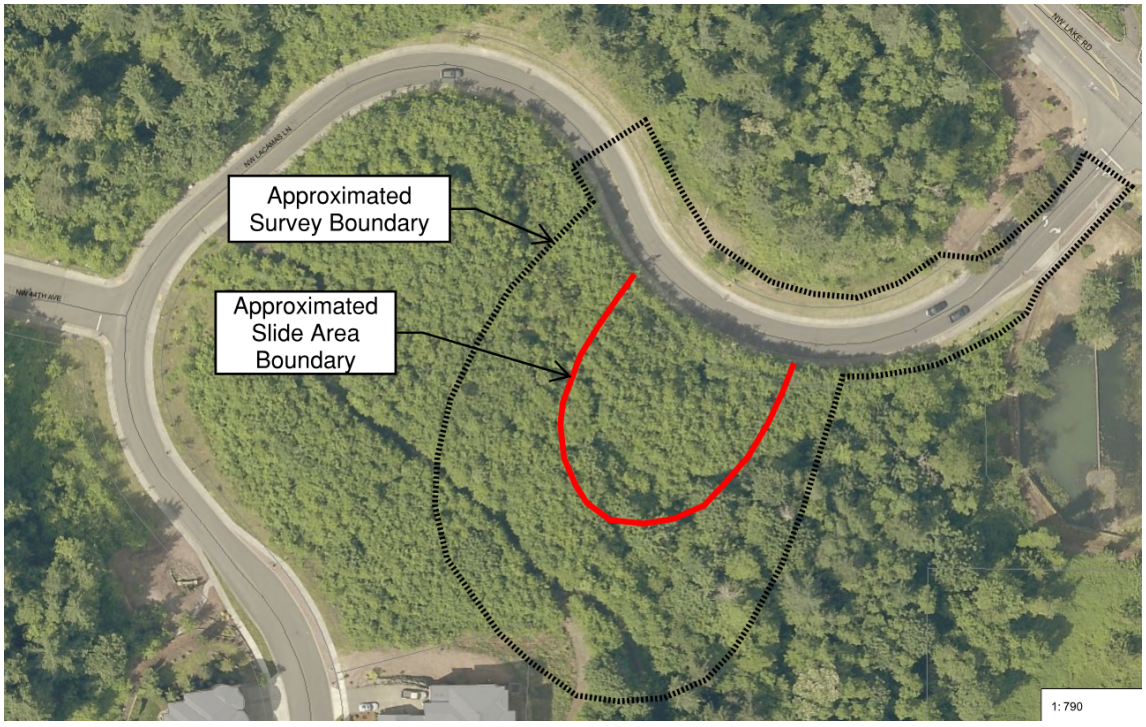
Scope of Services

Lacamas Lane Slide Repair – Phase 1
Investigation and Concept Engineering Consulting Services

Project Description / Background

The Lacamas Lane landslide area is located along Lacamas Lane west of Lake Road in the City of Camas. The slide occurred south of Lacamas Lane as shown below. The area was mapped as ancient landslide terrain and the slope that failed appeared to be intact material. During the recent record rainfalls and flooding, the ancient slide appears to have reactivated.

The geologic formation present is the Troutdale Formation. In this location, the Troutdale formation consists of the Hyaloclastic sandstone member, with weakly consolidated interbedded sandstone and conglomerate, with inclusions of basaltic hyaloclastic (fragments formed by thermal shock when hot lava comes in contact with cool sea or lake water) debris. Low strength clay layers and zones produced by weathering are not uncommon.



The slide was generally translational and appeared to be a combination of a flow slide and a block slide. The slide reached equilibrium prior to reaching the roadway although a large number of trees were lying in the street. The top of the slide terminates in a large, nearly vertical scarp. Based on the boulder-rich consistency of the landslide debris observed, the relatively moderate slope, and the geologic bedrock conditions described above, the land sliding at this location may be the result of translational movement of soil and bedrock material on the dip slope. Alternatively, the slide may be the reactivation of the ancient slide mass soils.

Scope of Services

Task 1: Project Management and Coordination

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, FEMA, and other agencies as needed.
- HHPR shall coordinate Project activities with the City.

Deliverables

- Meeting agendas, attendance, and summaries *(4 meetings anticipated incl. 1 w/ FEMA)*.
- General project administration including document files, summaries, invoicing, etc. *(for approximately a three month period).*

Task 2: Data Collection

HHPR will perform topographic surveying and data collection services to include the following:

2.1 - Surveying

- Establish a control network throughout the project limits based on the Clark County horizontal and vertical datum (NAD 83/91 & NGDV 29/47).

- Conduct research of existing records for information on deeds, surveys, plats, road rights-of-way and easements along the project corridor.

- The survey field crew will locate property corner and roadway monumentation from the plat of Lakeridge. The Project Surveyor will then review the field data and determine the right-of-way location based upon the plat of Lakeridge.

- Perform a topographic survey of the slide area above the existing roadway. The topographic limits shall extend 200 feet from the perimeter of the exposed earth within the slide area. HHPR will conduct research of existing records for information on available as-built and utility maps, call one-call utility locates and then field survey existing above ground features (i.e. edge of pavement, curbs, sidewalks, buildings, trees 8" DBH or greater, utilities, etc.) as well as elevations.

- Map geotechnical test pits, archeological features if those features are flagged prior to the start of the survey work.

- Prepare surface model reflecting collected topographic survey and break lines.

2.2 - Base Mapping

- Upon completion of topographic survey and development of surface model, HHPR will prepare an existing conditions base map showing mapped features and utilities collected from both survey and as-built plans.

- Final base map will be prepared in Autocad Civil 3d 2016 to HHPR standards.

2.3 - Site Visits – Site Visits and Project Photos

- HHPR will conduct site visits to verify site condition and confirm design applications.

- HHPR will conduct a site visit to take project photos to prepare project photo log in order to document pre-project conditions.

Deliverables

- Topographic Survey and Surface Model

- Project Base-map

- Project Photo Log

Task 3: Utility Coordination

3.1 - Utility Coordination

- Contact utilities within the project limits and obtain existing system mapping. Review mapping for consistency with project base map.

- Conduct a utility reconnaissance of the project area to determine visual evidence of underground and above ground utility facilities and confirm utility provided facility maps and project base map completeness.

- Identify and discuss with each utility special requirements associated with their facility relocation or modification.

3.2 - Utility Meetings *(To be added with Phase 2 Services)*

3.3 – Conflict Identification, Analysis, Resolution *(To be added wit Phase 2 Services)*

Deliverables

- Existing utility system mapping

Assumptions

- City will provide utility plans, GIS and other supporting documents for City utilities within the project corridor.

- Utilities will provide as-built system maps of their facilities within the project corridor.

Task 4: Geotechnical Services *(Services provided by APEX Companies LLC)*

This task includes completing a geotechnical evaluation for the design of a landslide repair scheme. It includes working with the Design Team and City staff to design a system that will stabilize the impacted area.

The purpose of this study would be to assist the design team in developing a repair for the landslide. The key geotechnical issues associated with the project will include: an investigation of any potential geologic hazards associated with the project site, evaluating the subsurface soil and groundwater conditions, and providing design recommendations for a repair system to stabilize the slope.

- Complete a review of existing geotechnical and geological information available. This review will include published geology maps, NRCS soil surveys, and past geotechnical reports for the area.

- Complete a detailed geologic reconnaissance of the site. An Engineering Geologist will walk available portions of the site to observe surface manifestations of geotechnically related issues and underlying geology. The reconnaissance will include the condition of surface improvements (evidence of past settlement or failure), surface vegetation, surface fills, soil exposures, springs or seeps, soft ground, and evidence of slope movement.

- Mark the proposed exploration locations in the field in order to complete the necessary utility location activities.

- Complete three to four drilled borings at the head of the slope with site access coming from the pedestrian pathway. A trackhoe will clear pathways through the trees to reach drill sites along the landslide. A further two borings will be completed adjacent to the street at the toe of the slide.
    - The upper borings will be completed to depths ranging from 30 to 80 feet and the lower borings to depths ranging from 20 to 30 feet, depending on conditions encountered.
    - Samples will be collected and transported to the office for further classification and testing.
    - Borings will be backfilled in accordance with WSDOT regulations.

- Maintain a log of the soils encountered in the explorations and collect soil samples for laboratory testing.

- Select samples will be transported to a subcontract laboratory. A suite of classification and strength tests will be completed to develop information for use in the stability model.

- Complete computerized slope stability analyses using the program SLOPE/W. A statistical analysis of all assumed parameters will be included. The slope stability analysis will be used to develop a preferred repair methodology and to determine the type, size, and location of the repair.

- Prepare and submit a draft geotechnical report for the project. The report will contain the following:
    - Detailed logs of subsurface explorations.
    - Site plans indicating the exploration locations and relevant features as well as interpreted geology.
    - Laboratory testing results.
    - Comprehensive descriptions of the subsurface conditions prepared by an Engineering Geologist.
    - Description of and results of the stability analysis.
    - Preliminary recommendations for the design of the slope repair.

- Consult with the design team to develop the final design.

- Subsequent to the completion of the design process, a final geotechnical report incorporating requested changes/updates from the project team's review of the draft report will be prepared.

- Coordinate geotechnical tasks with other design tasks.

- Attendance at up to two project meetings.

Deliverables

- Draft geotechnical report *(electronic PDF copy)*

- Final geotechnical report *(electronic PDF copy and up to 5 hard copies)*

Assumptions

The above scope of work is based upon the following assumptions:

- Roadway traffic shall not be impacted by the field work, and therefore traffic control has not be included.

- Field work will be performed during daylight hours.

- If required, the City will issue a street use permit at no cost to the Consultant.

Task 5: Environmental and Cultural Resources Services

5.1 - National Environmental Policy Act (NEPA) Compliance

The February 2, 2016 Federal Disaster Declaration (FEMA-4253-DR) included the Lacamas Lane Slide. Therefore, a NEPA document will be prepared following FEMA's NEPA Desk Reference (2013). Based on the project site conditions and expected extent and type of impacts, it is presumed the project qualifies under a Level 3 Categorical Exclusion (CATEX) (https://www.fema.gov/fema-categorical-exclusions):

> Improvements to existing facilities and the construction of small scale hazard mitigation measures in existing developed areas with substantially completed infrastructure, when the immediate project area has already been disturbed, and when those actions do not alter basic functions, do not exceed capacity of other system components, or modify intended land use; provided the operation of the completed project will not, of itself, have an adverse effect on the quality of the human environment…

A Level 3 CATEX requires full review, consultation, and documentation (as described in the NEPA Desk Reference) for:

- National Historic Preservation Act;
- Archeological & Historical Preservation Act;
- Endangered Species Act;
- Farmlands Protection Policy Act;
- Section 404 of the Clean Water Act;
- Executive Orders 11988 (Floodplain Management), 11990 (Protection of Wetlands), and 12898 (Environmental Justice);
- Other environmental laws and executive orders if applicable, such as the Safe Drinking Water Act (SDWA) Sole Source Aquifer Program (Troutdale Aquifer); and
- Determination if extraordinary circumstances as defined by FEMA in 44 CFR 10.8(d)(3) are associated with the project.

HHPR will prepare a brief outline resource memo (in bulleted format) of conditions and interpretations of impacts for each of the items identified above for a Level 3 CATEX.

HHPR will attend an office meeting with the FEMA project manager or environmental staff to review and discuss the project, the Level 3 CATEX resource document, the procedures and schedule of the NEPA process, and confirm a Level 3 CATEX is appropriate.

Deliverables

- Level 3 CATEX resource memo *(electronic draft to City staff)*
- One office visit/meeting with FEMA staff.

Assumptions

- Level 3 CATEX resource memo will be based on information gathered prior to contract award (in February 2016) and will not incorporate specific design or construction information;
- Level 3 CATEX resource memo will be less than 3 pages and may include supplemental maps and tables as appropriate;
- A single review cycle of the resource memo, and comments on draft will be limited in extent and typically editorial in character;
- No change in NEPA guidance or requirements by FEMA or other federal agencies

5.2 - NEPA Draft and Final Documents *(To be added with Phase 2 Services)*

5.3 - Endangered Species Act (ESA) Compliance

Database research and a field survey will be conducted to identify federally listed species in the project area. This information will be used to prepare an ESA compliance document, presumably a No Effect Letter, addressing potential direct and indirect effects to plant, fish, and wildlife species that are listed under the ESA. The effort of the subtask will be:

- Research information on the location and status of special status plants, fish, and wildlife (i.e., federally listed threatened, endangered or proposed for listing species) target species. Information will be obtained from Washington Department of Natural Resources (Clark County GIS database), WDFW (website), US Fish and Wildlife (website) and NOAA Fisheries (website).
- Review literature and scientific data to determine target species (if identified in project area), distribution, and habitat needs.
- Conduct an on-site inspection of the area of potential effect to determine the likely presence of target species and to determine whether suitable habitat exists within the project area.

Deliverables

- Field notes and database printouts.

Assumptions

- No pre-consultation meetings with resource agencies will be required.
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5.4 - ESA Draft and Final Documents *(To be added with Phase 2 Services)*

5.5 - Sole Source Aquifer Program Compliance *(To be added with Phase 2 Services)*

5.6 - SEPA Compliance

This project requires preparation of a SEPA Checklist. Staff will prepare the Checklist in accordance with city and state regulations and policies, and is expected to be prepared using technical memoranda/reports and project-specific investigations and design work. The Checklist includes 16 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 for the wetland, ESA, and critical area ordinance effort and project 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 or the project design proper. Historic/Cultural evaluation will be based on the findings of the project-specific cultural resources study. Review and approval will be by City planning and Washington State Department of Ecology staff.

HHPR will prepare a preliminary Checklist (in bulleted format) of conditions and interpretations of impacts for each of the items identified above. The purpose of the preliminary document is to identify data gaps and needs.

Deliverables

- Preliminary Checklist *(electronic draft to City staff).*
- Attend an office meeting with City staff.

Assumptions

- Preliminary Checklist will be based on information gathered in February 2016 (prior to contract award) and will not incorporate specific design or construction information;
- Preliminary Checklist will not include maps, photographs, technical reports, etc., and will not incorporate or consider specific design or construction information;
- A single review cycle of the resource memo, and comments on draft will be limited in extent and typically editorial in character;
- Meeting with City staff combined with meeting in Task 5.8.

5.7 - SEPA Final Document *(To be added with Phase 2 Services)*

5.8 - City of Camas Critical Areas and Significant Tree Permit

The land north of Lacamas Lane and directly south of the slide is mapped as a Non-riparian Habitat Conservation Area. These areas are part of the Camas Biodiversity Area, a WDFW Priority Habitat recognized for Mature Timber and associated ecological values. At the resolution of the GIS map the buffer of this conservation area appears to overlap the site. More accurate conservation areas and buffer determinations need to be made, in part, because of mid-2000 harvest of the Douglas fir stand at the site and uncertain limits of the project.

Vegetation removal and impacts to the Douglas-fir stand mitigation may need to be addressed. The extent of these issues and the solutions will depend on the physical extent of the engineering design, construction methods, and the prior mitigation plan.

Although no ESA-listed species are mapped on the site, the area is mapped as potentially having tall bugbane (*Cimicifuga elata*), a federal Plant Species of Concern. As required by the Camas Municipal Code, a habitat review will be made to evaluate the site *if* safe to traverse the slide area

For this phase HHPR will:

- Attend an office visit with City staff to review the project and discuss concerns or recommendations planning staff may have regarding jurisdiction and critical area issues.
- Determine buffer of the conservation area in conjunction with HHPR environmental and survey staff.
- Meeting with City staff combined with meeting in Task 5.6.

Deliverables

- Attend an office meeting with City staff.

5.9 - Critical Areas Report *(To be added with Phase 2 Services)*

5.10 – Cultural Resources Services *(Services provided by Archaeological Investigations NW, Inc.)*

The project will need to meet compliance with Section 106 of the National Historic Preservation Act, and will involve a cultural resource survey. Since no historic resources are in the project area, the cultural resource study would consist of an archaeological survey; this survey would also complete the archaeological study needed to satisfy the City of Camas' Archaeological Resource Preservation ordinance, assuming the City requests this project be reviewed for compliance of this ordinance. The standards and guidelines developed by the Washington State Department of Archaeology and Historic Preservation (DAHP) would be followed, and professionally qualified staff with strong experience in the project area would direct the study.

The survey will include a background review of archaeological and historic resource potential, field survey, and preparation of a report documenting the research and fieldwork and providing recommendations for additional study, if needed. The report would be submitted to the DAHP and Tribes for review. The fieldwork would consist of a pedestrian survey or—if field conditions are dangerous—a simple field inspection. Areas that are likely to retain an archaeological resource will be shovel tested during the field survey.

None of the area along the targeted portion of NE Lacamas Lane has previously been included in an archaeological or a cultural resource study, based on a review of the Washington State database and other records. However, there have been several archaeological surveys closer to Lacamas Lake nearby to the east—off both sides of Lake Road—and archaeological resources in the vicinity of the project are common.

The following tasks will be performed.

- Conduct an archaeological pedestrian survey of the Area of Potential Effect (APE) and excavate shovel tests in areas where the land is intact or an archaeological resource is likely.
    - Up to 4 shovel tests may be needed.
    - One archaeological resource is assumed to be within the project APE and would be recorded.
- No buildings or structures that may have been constructed 45 years ago or more are within the APE; therefore, a historic resource inventory will not be needed.
- Summarize the findings in a survey report for FEMA review and for submittal to the City.
    - Recommend a Finding of Effect based on the possible impacts, or recommend additional evaluation phase study.
    - Once the report is approved by FEMA, send copies of the report via Certified Mail to the list of 8 Tribes and DAHP, to satisfy the City's archaeological ordinance.
- If resources cannot be avoided, additional effort to evaluate them may be needed. Resource evaluation would be a second phase of the study.

Task 6: Engineering and Landscape - Concept Alternatives

6.1 – Design Concept Alternatives

Based on the geotechnical investigation, HHPR will develop preliminary slide repair concepts and alternatives to the 10 percent design stage. Review documents will consist of drawings, and a preliminary opinion of probable construction cost. At this design level, the repair concept for the project is established.

Deliverables

- Vicinity map
- Up to three concept alternatives for the slide repair.
- Cross-sections for each concept.
- Probable costs for each concept.
- Narrative of environmental, right of way, permitting and other issues for each concept.

City Deliverables to the HHPR Team

Project Coordination
The City will assist the HHPR team in managing relationships with other jurisdictions involved in the project, adjacent property owners and the public. The City will provide staff to meet and discuss the project with the Consultant as needed. The City will provide written comments pertaining to the design submittals.

Right of Entry Permits
The City will obtain any required right of access to private parcels within the project area.

Utility List
The City will provide HHPR with a list of local contacts for utilities within the project limits.

Harper Houf Peterson Righellis Inc.
ENGINEERS ◆ PLANNERS
LANDSCAPE ARCHITECTS ◆ SURVEYORS

Exhibit "B"

Lacamas Lane Slide Repair - Phase 1
Consulting Services

Professional Services Fee Proposal Estimate
March 28, 2016

Task and Description	*Harper Houf Peterson Righellis Inc. (Project Management, Environmental, Engineering, & Landscape)*														*Geotechnical*	*Cultural Resources*	*Total Per*
	PM	P.Engr	Designer	CAD	S. Scientist	Planner	Landscape	Surv.Mgr	P.Surv.	Surv.T	Surv.CC	Surv.IP	Clr	Reim.	Apex Companies, LLC	Archaeological Invest. NW	*Task*
Task 1: Project Management and Administration																	$16,450.00
1.1 Project Management *(3 months @ 4 hours/week)*	48.00												12.00	$50.00			$9,410.00
1.2 Project Coordination *(up to 3 City Meetings and 1 FEMA meetings)*	16.00	16.00			8.00								4.00	$200.00			$7,040.00
Task 2: Data Collection																	$27,380.00
2.1 Surveying								4.00	36.00	32.00	80.00	80.00	3.00	$200.00			$23,720.00
2.2 Base Mapping								1.00	2.00	12.00				$0.00			$1,640.00
2.3 Site Visits and Project Photos	2.00	4.00	8.00										1.00	$30.00			$2,020.00
Task 3: Utility Coordination	0.50	4.00	8.00										1.00	$10.00			$1,737.50
Task 4: Geotechnical Services	1.00	1.00												$0.00	$47,446.00		$47,781.00
Task 5: Environmental and Cultural Services																	$18,977.50
5.1 NEPA Investigation and Memo	1.00				28.00								1.00	$20.00			$4,335.00
5.2 NEPA Draft and Final Documents (Phase 2 Services)																	
5.3 ESA Investigation ONLY	0.50				12.00									$0.00			$1,827.50
5.4 ESA Draft and Final Documents (Phase 2 Services)																	
5.5 Sole Source Aquifer Program Compliance (Phase 2 Services)																	
5.6 SEPA Compliance - Preliminary Checklist	1.00				8.00	12.00							2.00	$10.00			$3,185.00
5.7 SEPA Compliance - Preliminary Checklist																	
5.8 City Critical Areas and Significant Tree Permit - Investigation ONLY	0.50				24.00									$0.00			$3,567.50
5.9 City Critical Areas Report																	
5.10 Cultural Resources Services	0.50													$0.00		$5,975.00	$6,062.50
Task 6: Engineering and Landscape - Concept Alternatives																	$24,570.00
Engineering and Concept Plans (up to 3 options)	6.00	24.00	24.00	48.00										$100.00			$12,310.00
Landscape and Concept Plans (up to 3 options)	3.00						16.00							$20.00			$2,465.00
Cost Sections (up to 3 options)	3.00	6.00	12.00											$5.00			$2,870.00
Cost Estimating (up to 3 options)	6.00	18.00	6.00				3.00							$5.00			$4,985.00
Concept Design Narrative	2.00	8.00	2.00										1.00	$0.00			$1,940.00
	$175.00	$160.00	$115.00	$95.00	$145.00	$140.00	$120.00	$160.00	$140.00	$100.00	$110.00	$70.00	$80.00	$650.00	$47,446.00	$5,975.00	
Total Hours - HHPR	91.00	81.00	60.00	48.00	80.00	12.00	19.00	5.00	38.00	44.00	80.00	80.00	25.00				**$136,896.00**

Totals by Consultants

Harper Houf Peterson Righellis Inc	$83,475.00
Apex Companies, LLC	$47,446.00
Archaeological Invest. NW	$5,975.00
	$136,896.00

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.