



**Harper
Houf Peterson
Righellis Inc.**

ENGINEERS ♦ PLANNERS
LANDSCAPE ARCHITECTS ♦ SURVEYORS

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A-202

TO: James E. Carothers – City of Camas
FROM: Chuck Harper - Harper Houf Peterson Righellis Inc.
DATE: August 6, 2015
**SUBJECT: Goodwin Road / Alexandra Lane Site -
Oak Mitigation and Wetland / Parking Concept Consulting Services
Professional Services Proposal and Agreement**

Harper Houf Peterson Righellis Inc. (HHPR) in association with Normandeau Associates, Inc. (NAI) proposes to provide the environmental studies, surveying and preliminary 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 and NAI will provide the environmental studies, surveying 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 “B1” (Oak Mitigation Services) and Exhibit “B2” (Wetland and Parking Concept Services) with a total estimated not to exceed fee of \$50,520. The breakdown in Exhibits “B1” and “B2” 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: _____

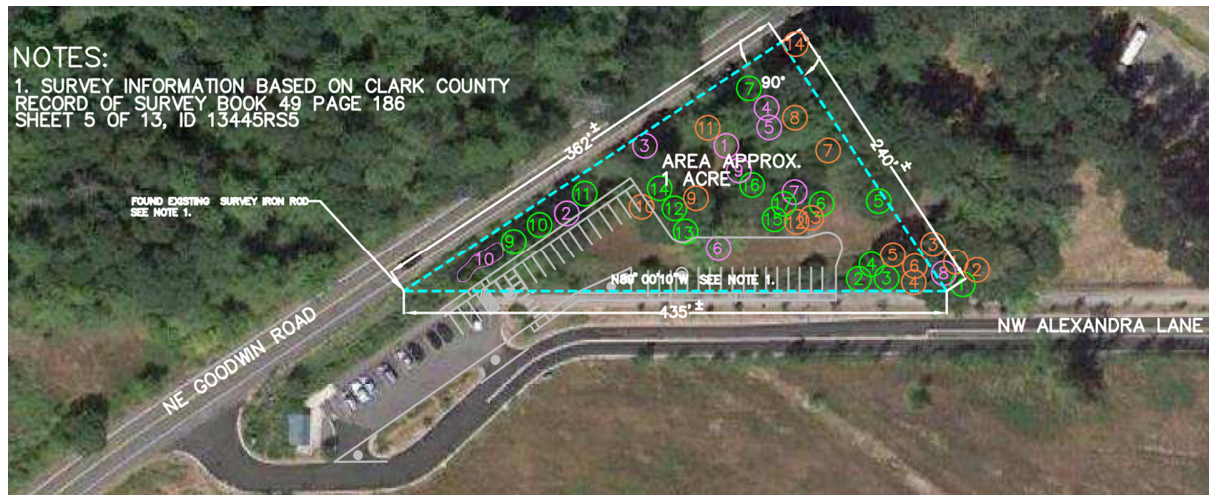
Date: _____

EXHIBIT "A"- SCOPE OF WORK

Goodwin Road / Alexandra Lane Oak Mitigation Site

SCOPE OF SERVICES

The proposed project will consist of Project Management, Environmental Studies, Surveying Services for the Lacamas Heritage Trail oak mitigation (and wetland identification) services located near the intersection of NE Goodwin Road and NW Alexandra Lane (Clark County parcel ID No. 986030097).



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

- Task 1: Project Management and Administration
- Task 2: Surveying Services
- Task 3: Natural Resources & Mitigation 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 will prepare and submit invoices and report project status.

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: SURVEYING

2.1 Record of Survey

- Research and evaluate County Surveyor's Office records and provided deeds/records to identify potential problems and plan preliminary fieldwork.
- Retrace property lines based upon Survey Book 49 Page 186, existing road surveys and others to establish boundaries of the proposed site for fencing purposes.
- Review provided title report and map existing easements as contained therein.

- Set new property corner monuments as needed and stake property lines for fence construction.
- Prepare a Record of Survey for filing with the Clark County Surveyors Office.

2.2 Topographic Survey

- Tie all horizontal and vertical survey control to the existing HHPR projects in this area.
- Prepare and submit One Call utility locate request to identify existing subsurface utilities on the property frontage. One Call response time may be as much as 10 business days as allowed by law.
- Provide topographic survey of the proposed site.
- Survey the adjacent drainage systems including the swale system between the existing parking and Alexandra Lane, the swale/channel in Alexandra east of the existing parking lot, and the Alexandra Lane road culvert on the south side of Goodwin Road at the Goodwin/Alexandra intersection.
- Coordinated with Normandeau to provide wetland identification, tree identity and assessment of quality.
- Locate trees six inches diameter at breast height (DBH) or larger and prepare tree survey to show tree numbers, and a table showing tree numbers, approximate size, and species.
- Survey the wetland boundary as delineated by Normandeau.
- Prepare topographic design base map with contours at one-foot intervals.

2.3 Legal Descriptions

- HHPR will prepare a legal description and exhibit for the proposed Conservation Easement. HHPR will prepare the legal description based on the conceptual location provided by the client and will forward to the client's legal counsel or Title Company for incorporation into deeds and for recordation.

Task 2 Assumptions

- *The City will provide title report and title company contact prior to the start of survey work.*
- *Fence line construction will be scheduled appropriately to allow for completion of the boundary resolution and staking of the lines.*
- *Survey filing fees to be paid by the City.*
- *Tree tagging is not required (or will be completed by Normandeau).*
- *Utility record as-built data will be included if provided by utility providers as part of the locate request.*
- *Detailed survey of the adjoining streets is not required.*
- *The City will be responsible for preparing the deeds and for recording the documents.*

TASK 3: NATURAL RESOURCES AND MITIGATION SERVICES

(Normandeau and Associates)

The City of Camas (City) is undertaking compensatory mitigation of Oregon white oak (*Quercus garryana*) to address Habitats of Local Importance (Camas Municipal Code [CMC] 16.16.010.A.3) per Conditions of Approval in the Critical Area Permit (File #CA13-04, issued March 14, 2014) for construction of NW Friberg Street and NE Goodwin Road Street Improvements. Compensatory mitigation in the form of stand enhancement is slated for a small stand of Oregon white oak near the intersection of NE Goodwin Road and NW Alexandria Drive. The enhancement will create a contiguous patch of Oregon white oak trees on the parcel that will have minimal or no competition from Douglas fir (*Pseudotsuga menziesii*) by removing

(cutting, or girdling if necessary) Douglas fir trees around selected Oregon white oak trees. Normandeau staff will conduct field services, prepare a conservation covenant, and provide general support to address project activities as requested by the City.

The City is considering expanding the Lacamas Heritage Trail parking lot northeast into the undeveloped 1-acre parcel located adjacent (northeast) of the current parking lot. The proposed parking lot expansion is to occupy the western portion of the parcel away from the oak mitigation. The initial phase of planning for development of this parcel requires a review of site for jurisdictional wetlands.

3.1 Oak Mitigation Field and Bid Support

Tree Inventory and Selection –

Normandeau will inventory, measure, and locate, all trees (defined as an individual with a single stem > 4 inches diameter at breast height [dbh]) on the parcel. Trees with split stems below 4-inches dbh will be identified with a single location. Each tree will be identified with surveying tape. Next, four Oregon white oak trees will be selected for release to compensate for loss of the two trees considered Habitat of Local Importance. These trees will be selected based on health, dbh greater than 20 inches, location along the western or southern parts of the parcel, and having canopies comingled with Douglas fir. Four additional Oregon white oak trees will be selected based on health, close proximity to the four large Oregon white oak trees previously selected, and shaded by Douglas fir (size is not a criterion in selection of these four Oregon white oak trees). All oak trees selected will be measured for height and crown diameter (an average of two perpendicular measurements). Normandeau will select and mark for removal with spray paint, all Douglas fir trees within a radius equal to the oak tree's height.

Tree Cutting and Girdling –

Normandeau will review, but will not supervise daily operations, cutting, and/or girdling conducted as part of the field operations. The purpose of the review is to conduct a quality assurance check on the activities and to answer questions the field crew may have. A same-day follow-up meeting will be held with City staff to provide an update on progress, to discuss any issues, and to answer any questions.

Post-Cutting Activities –

Within one week of the end of field operations, the following actions will be taken:

- Summarize in an email ecologically significant changes to the mitigation plan that may have been required during the field activities;
- Confirm appropriate Douglas fir trees were cut or girdled to release at least four canopy or mid-canopy Oregon white oak trees, while avoiding or minimizing damage to healthy Oregon white oak trees; and
- Establish photo points and take photographs of the mitigation area showing pre- and post-mitigation conditions, with emphasis on documenting canopy conditions.

Within three weeks of the end of field activity, the following actions will be taken:

- Search for Oregon white oak seedlings in the enhancement area and stake locations for further protection by the City to prevent damage from herbivores;
- Confirm site signage is intact; and
- Identify presence and extent of Class A and B noxious weeds listed in the most current (as of the time of field operations) Clark County noxious weed list.

A memorandum will be prepared to document the field activities and conditions. Normandeau will attend a meeting with City staff to discuss field activities, the memorandum, and next steps of the mitigation monitoring.

Bid Document Support

Normandeau will support the City's preparation of bid documents for tree cutting field operations. Because the needs of the City are not clearly defined, Normandeau is providing a level of effort estimate of 4 hours via email or telephone (no travel) in support of this activity.

Task 3.1 Assumptions

- *The parcel's northwestern limit is defined by the road ditch associated with NE Goodwin Road; the southern limit is defined by a metal fence. The east boundary will be marked with stakes by HHPR surveyors prior to completion of the tree inventory.*
- *The City will obtain access agreements from adjacent property owners.*
- *HHPR will survey the location of all the marked trees on the parcel.*
- *No vandalism so flags won't need to be replaced.*
- *HHPR will prepare a map of the parcel and location of the trees recorded on the site.*
- *City contractor will do all cutting, girdling, and removal of cut vegetation.*
- *Field operations will be conducted within a 30-day window and before October 16, 2015.*
- *Quality Assurance (QA) visits by Normandeau are not substitutes for regular reviews by City staff.*
- *The City will obtain and post signs at an interval of one per 100 feet along the outer perimeter of the undeveloped parcel. Wording will be substantially as follows: "Mitigation Area—Please retain in a natural state."*
- *This scope includes one review by the City of the draft field activity memorandum and one set of responses.*
- *This scope does not include annual monitoring or reporting required for the subsequent five (5) years.*
- *Conduct one site visit for tree inventory, selection, and marking. Only internal field notes will be prepared in association with this site visit.*
- *Conduct up to two QA site visits during installation, cutting, and girdling (preparation, travel, and field time not to exceed four [4] hours each.) Only internal field notes will be prepared in association with these site visits. Attend one follow-up meeting at the City to discuss QA site visits (preparation, travel, and field time not to exceed two [2] hours each).*
- *Conduct post-cutting reviews at weeks 1 and 3*
- *Attend one meeting at the City to present the memorandum (preparation, travel, and field time not to exceed four [4] hours).*
- *Attend up to two meetings at City offices (preparation, travel, and field time not to exceed four [4] hours; no email or memo summary) and various calls/emails (level of effort not to exceed eight [8] hours) on various issues or questions related to the mitigation project.*

Task 3.1 Deliverables

- *Prepare memorandum summarizing field activities (one electronic draft copy and one final electronic copy to HHPR and the City).*

3.2 Conservation Covenant

Normandeau will work with HHPR and City staff to prepare text for the required conservation covenant. The document will contain a legal description of the entire parcel, the boundaries and description of the proposed parking area (which is an allowed action adjacent to the mitigation site), a map and/or aerial photography of the parcel and proposed parking area, and an abbreviated description of the mitigation action. The entire document is expected to be 5 to 10 pages including all images.

Normandeau will also attend two meetings at City offices (preparation, travel, and office time not to exceed 4 hours each; no email or memo summary).

Task 3.2 Assumptions

- *City will provide approved copies of covenants (draft or final) recently developed by or on behalf of the City.*
- *Legal description and acreages of parcel will be provided by HHPR.*
- *If design drawings are required because the covenant will exclude the proposed parking lot, then HHPR will provide these drawings to Normandeau.*
- *This scope includes one review cycle. The City will circulate draft covenant to all parties that need to review so that one set of comments can be used to prepare the final covenant.*
- *The City will submit and coordinate the recording of the covenant with the appropriate administrative office. All fees, such as filing or attorney fees, will be paid by the City.*
- *One office meeting.*

Task 3.2 Deliverables

- *Conservation covenant (one electronic draft copy and one final electronic copy to HHPR and City).*

3.3 Wetland Delineation and Memorandum

The Clark County USDA soil survey has mapped the proposed parking area as containing soils associated with wetlands. However, although mapped on surrounding parcels, the Clark County GIS does not identify wetland on the area proposed for the parking area. It may be that the deep roadside ditch along NE Goodwin Road has effectively removed the potential for wetland hydrology on much of the parcel.

Current environmental conditions present difficulties for wetland delineation. Summer and early fall are not typically an ideal time to delineate wetlands because of general lack of hydrology and poor plant vigor; this is compounded by the current drought conditions. Consequently, USACE may require that the wetland boundary be reevaluated by the consultant during the wet season before considering the delineation acceptable for determining jurisdiction. Typically USACE also requires a project application (JARPA) before a jurisdictional determination is issued. In order to minimize additional rework, Normandeau will incorporate information obtained during the field effort to prepare a wetland delineation memorandum of findings at this time, rather than a complete wetland delineation report.

For this task, Normandeau will:

- Review previous wetland delineations in the project area.
- Conduct office work and field work to delineate the presence of wetland on the parcel.
- Conduct field work in conjunction with oak mitigation field work (Task 1).
- Prepare a wetland delineation memorandum, limited to five pages, excluding figures, to contain:
 - Site sketch map location of wetland boundaries and data points (by HHPR surveyors);
 - Field data sheets;
 - Topographic map of the project area from Clark County GIS;
 - Relevant National Wetland Inventory mapping; and
 - Clark County USDA soil survey mapping.

Normandeau will delineate the wetlands on the Site using the three parameter method described in the *Corps of Engineers Wetland Delineation Manual* (USACE 1987) and the guidance in the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys and Coast Region* (USACE 2010). This delineation will also be consistent with the City of Camas Critical Areas ordinance requirements (CMC Chapter 16.53). Delineated wetland boundaries and sample plots within the Site will be marked in the field with high-visibility flagging tape or pin flags.

Wetland habitats identified in the study area will be classified according to the system outlined by the U.S. Fish and Wildlife Service (USFWS) in *Classification of Wetlands and Deepwater Habitats of the United States* (Cowardin et al. 1979). Wetlands will also be rated using the *Washington State Wetland Rating System for Western Washington—2014 Update* (Revised, Ecology Publication #14-06-029, October 2014), and local ordinance requirements (CMC Chapter 16.53). These wetland ratings will serve as the basis for determining wetland buffer width requirements as described in the City's critical areas code.

Wetlands and streams outside of the Site, but within 300 feet of the project (CMC 16.53.030.B.2), will be identified based on existing wetland and stream inventories, previously prepared reports, and soil maps, supplemented by observation of visually identifiable features (such as the presence of saturated areas or plant communities dominated by wetland species). These areas will not be formally delineated.

Task 3.3 Assumptions

- *The City will provide wetland delineation reports and maps for any work submitted by others to the City within or adjacent to the project area.*
- *The ditch along NE Goodwin Road is wetland under U.S. Army Corps of Engineers (USACE) jurisdiction, connecting wetland to the west with Lacamas Creek and associated wetlands.*
- *Preparation of a complete wetland delineation report and associated agency (USACE and Washington Department of Ecology) meetings will require additional scope and fee.*
- *Identification and description of wetlands on surrounding parcels necessary for use in a Shoreline Master Plan (SMP) application will require additional scope and fee in association with a future SMP task, if necessary.*
- *This scope assumes the presence of no more than two (2) individual wetlands on the Site. Delineation of additional wetlands is not included in this effort, and may require an amendment to this scope and budget.*

- *HHPR will survey the wetland boundary flags and data plot locations. This information will be provided as AutoCAD files or GIS shapefile files for review and comment by Normandeau.*
- *Minor or no adjustments will be required to wetland or stream boundaries.*
- *Detailed stream assessment studies (e.g., quantitative stream habitat assessment, electroshocking, fish sampling) are not included in the scope.*
- *This scope does not include site visits or teleconferences with local government staff, Ecology, WDFW, or USACE.*

Task 3.3 Deliverables

- *Wetland Delineation Memorandum (One draft copy and one final copy to HHPR and the City).*

3.4 Project Coordination

Normandeau will support general project planning throughout the project via non-technical internal project activities, such as invoicing, throughout the project.

Task 3.4 Assumptions

- *Project involvement is August 2015 through September 2015*
- *Level of effort is estimated as one (1) hour per month for senior staff.*
- *Level of effort is estimated as one (1) hour for administrative support staff.*

Task 3.4 Deliverables

- *Invoices and associated coordination.*

TASK 4: PARKING LOT CONCEPTUAL ANALYSIS AND DESIGN

4.1 Wetland and Oak Mitigation Impact Analysis

- Review surveyed wetland boundary information and impact to potential parking improvement.
- Review oak mitigation measures and discuss impacts with Normandeau as it relates to potential parking lot layout.

4.2 Parking Lot Concepts (30%)

- Analysis site area and develop up to two parking lot concepts.
- Prepare plan sketch(s) for concept parking lot(s).

4.3 Parking Lot Drainage Concept (30%)

- Analyze site area and existing drainage systems, and develop parking lot drainage concept.
- Prepare plan sketch of drainage concept.

4.4 Cost Estimate

- Prepare construction cost estimate for parking lot concept(s).

4.5 Concept Design Memo

- Prepare design memorandum summarizing analysis, findings, plan(s), and cost.

Task 4 Assumption

Tasks 4.2 to 4.5 requires City authorization following review of task 4.1 information.



Exhibit "B1"
Goodwin Road / Alexandra Lane - Oak Mitigation Services

Professional Services Fee Proposal Estimate
July 28, 2015

Task and Description	Harper Houf Peterson Righellis Inc. (Project Management and Surveying)														Lighting Design	Natural Resources & Mitigation	Cultural Resources	Geotech. Investigation	Total Per Task	
	PM	P.Engr	Designer	CAD	P.LA	LA	Planner	Surv.Mgr	P.Surv.	Surv.T	Surv.CC	Surv.IP	Clr	Reim.	DKS Assoc.	Normandeau *	Archaeological Invest. NW	Columbia West		
Task 1: Project Management and Administration (services duration 2-3 months)																				\$770.00
Project Management	2.00	1.00												0.50	\$30.00					\$562.50
Project Coordination	1.00													0.50						\$207.50
Task 2: Oak Trees Survey	0.50							1.00	8.00	8.00	16.00	16.00		\$30.00						\$4,830.00
Task 3: Natural Resources and Mitigation Services																				\$17,715.00
Field Services - Tree Mitigation	0.50	1.00												\$0.00		\$14,120.50				\$14,360.50
Conservation Covenant	0.50	2.00												\$0.00		\$2,595.50				\$2,990.50
Wetland Review														\$0.00						\$0.00
Project Planning and Coordination														\$0.00		\$364.00				\$364.00
Total Hours - HHPR	4.50	4.00	0.00	0.00	0.00	0.00	0.00	1.00	8.00	8.00	16.00	16.00	1.00	\$60.00	\$0.00	\$17,080.00	\$0.00	\$0.00		Total Estimated Fees \$23,315.00

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

P.LA - 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

Harper Houf Peterson Righellis Inc. (Mgmt., Survey, Engineering)	\$6,235.00
DKS Associates (Lighting)	\$0.00
Normandeau (Natural Resources & Mitigation)	\$17,080.00
Archaeological Investigations NW (Cultural Resources)	\$0.00
Columbia West (Geotechnical & Pavement)	\$0.00
Total	\$23,315.00

* refer to Normandeau fee breakdown for detail



Exhibit "B2"
Goodwin Road / Alexandra Lane - Wetland & Parking Concept Analysis Services

Professional Services Fee Proposal Estimate
July 28, 2015

Task and Description	Harper Houf Peterson Righellis Inc. (Project Management and Surveying)														Lighting Design	Natural Resources & Mitigation	Cultural Resources	Geotech. Investigation	Total Per Task	
	PM	P.Engr	Designer	CAD	P.LA	LA	Planner	Surv.Mgr	P.Surv.	Surv.T	Surv.CC	Surv.IP	Clr	Reim.	DKS Assoc.	Normandeau *	Archaeological Invest. NW	Columbia West		
Task 1: Project Management and Administration (services duration 2-3 months)																				\$2,104.00
Project Management	5.00	2.00											0.50	\$19.00						\$1,216.50
Project Coordination	5.00												0.50							\$887.50
Task 2: Wetland, Topographic, and Boundary Survey & Legal Description	0.50							3.00	24.00	16.00	40.00	40.00		\$20.00						\$12,130.00
Task 3: Natural Resources and Mitigation Services																				\$5,996.00
Field Services - Tree Mitigation														\$0.00						\$0.00
Conservation Covenant														\$0.00						\$0.00
Wetland Review	1.00	3.00												\$0.00		\$5,175.50				\$5,810.50
Project Planning and Coordination														\$0.00		\$185.50				\$185.50
Task 4: Parking Lot Conceptual Analysis and Design																				\$6,975.00
Wetland Boundary and Oak Mitigation Impact Analysis	1.00	4.00												\$0.00						\$790.00
Concept Parking Lot Design and Plan Sketch (30%)	1.00	8.00	8.00											\$20.00						\$2,510.00
Concept Parking Lot Drainage System Design and Plan Sketch (30%)	0.50	8.00	4.00											\$20.00						\$1,885.00
Preliminary Construction Cost Estimate	0.50	4.00		2.00										\$0.00						\$885.00
Concept Parking Lot Design Memorandum	0.50	4.00		2.00										\$20.00						\$905.00
Total Hours - HHPR	15.00	33.00	12.00	4.00	0.00	0.00	0.00	3.00	24.00	16.00	40.00	40.00	1.00	\$39.00	\$0.00	\$5,361.00	\$0.00	\$0.00		\$27,205.00

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

P.LA - 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	
Harper Houf Peterson Righellis Inc. (Mgmt., Survey, Engineering)	\$21,844.00
DKS Associates (Lighting)	\$0.00
Normandeau (Natural Resources & Mitigation) *	\$5,361.00
Archaeological Investigations NW (Cultural Resources)	\$0.00
Columbia West (Geotechnical & Pavement)	\$0.00
* refer to Normandeau fee breakdown for detail	\$27,205.00

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.