



**Harper
Houf Peterson
Righellis Inc.**

ENGINEERS ♦ PLANNERS
LANDSCAPE ARCHITECTS ♦ SURVEYORS
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TO: Jackie Caldwell – City of Camas

FROM: Chuck Harper – Harper Houf Peterson Righellis Inc.

DATE: June 4, 2019

**SUBJECT: Water Transmission Main Phase 3 Monitoring Services (Project No. WS-709H)
Professional Services Proposal and Agreement**

As requested by the City of Camas, Harper Houf Peterson Righellis Inc. (HHPR) proposes to provide five-year monitoring services along the recently installed water transmission main between the Little Washougal River, near the water treatment plant at 32723 NE Lessard Road, and the intersection of NE Ireland Road and NE 312th Avenue.

SCOPE OF SERVICES

HHPR will provide vegetation monitoring and reporting for the Water Transmission Main project per scope of services identified in Exhibit "A".

PROPOSED PROFESSIONAL FEES

Based on the scope of services and assumptions noted in Exhibit "A", HHPR proposes to be compensated on a time and material basis per Exhibit "B" with a total estimated not to exceed fee of \$105,820.

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

CITY OF CAMAS

WATER TRANSMISSION LINE PHASE 3 REVEGETATION MONITORING 2019-2023

Task 1: Monitoring Establishment

Establish Monitoring Transects

HHPR staff will establish 18 revegetation monitoring transects:¹

- One 50-foot transect on each side of Stream A and Stream E (two transects per stream, four transects total);
- One 50-foot transect centered between Stream C and Stream D and one transect on the remaining side of each stream (three transects total);
- One 150-foot transect on each side of Stream B, Stream F, Stream G, and Little Washougal River (two transects per stream, eight transects total);
- One 50-foot transect in the planted area upslope of Wetland 1 near Stream F; and
- One 100-foot transect (or shorter depending on extent of the planted areas) through Wetland 1 and another through Wetland 2 (two transects total), which are near Stream F and Stream G, respectively.

Transect endpoints will be permanently identified with a buried steel pin and wooden or steel stake. GPS data will be collected for each endpoint.

Establish Photograph Points

HHPR staff will establish permanent photograph locations:

- At least two photographic monitoring points at each stream, preferably one on each side; and
- At least one photographic monitoring point at each wetland.

Photographic points will be permanently identified with a buried steel pin and wooden or steel stake. GPS data will be collected for each endpoints.

Assumptions:

- Access will be regularly available to: Streams A and B from a private driveway at the intersection of NE Ireland Road and NE 312th Avenue; Streams C, D, E, and F, and Wetland 1 from the gated road immediately east of 6325 NE Lessard Road; and Stream G, Wetland 2, and the Little Washougal River from the gated road immediately east of the water treatment plant on NE Lessard Road.
- Establishment of the 18 monitoring transects and associated photographic points to require three field days for a two-person team.
- Neither transect nor photograph locations will be vandalized, impacted by property owner operations, or otherwise require reinstallation. City staff will coordinate with property owners and agencies regarding impacts to plantings or monitoring.

¹ HHPR. 2019. Revegetation Monitoring Plan. Water Transmission Main Phase 3 City of Camas Project WS-709H. Prepared for City of Camas. Dated May 13, 2019.

Deliverable:

- Map (PDF and GIS shape file format) to City showing location of transects and photograph points based on GPS data.

Task 2: Annual Monitoring for Years 1 through 5 (2019-2023)Data Acquisition

Species and plant mortality data will be collected annually along previously established transects. Monitoring will take place during the summer (likely during August) with the goal of doing monitoring within the same 3 week window each year. At the sixteen riparian transects species and survival data will be taken:

- As a total inventory of planted woody (non-herbaceous) plants, Year 1 only; and
- Using the belt transect method for all woody plants within 10 feet on both sides of each transect.

At the two wetland transect, species and survival data will be sampled using 1 meter square quadrats located every 20 feet along the transects.

Data collected will be recorded on a data form or in a field book.

Other general observations will be made, such as problem areas not captured by sampling, presence and estimated cover of invasive species or noxious weeds, and observed wildlife signs.

Photographs will be taken from permanent monitoring points. Other site photographs taken during while on-site will not be permanently marked, but may be geo-referenced to record approximate location.

Monitoring Report

An annual monitoring report will document the site conditions for each monitoring year. The report will follow the general format:

- Introduction, including site location and permit numbers;
- Monitoring Schedule and Performance Standards;
- Data Collection Methods;
- Results, including a summary of vegetation data;
- Conclusions, including discussion, if needed, of maintenance needs, adaptive management requirements, and follow up actions; and
- Appendices, including as appropriate data forms for vegetation monitoring, site photographs, and a map of all sample locations and permanent photograph points.

Assumptions:

- Neither transect nor photograph locations will be vandalized, impacted by property owner operations, or otherwise require reinstallation. City staff will coordinate with property owners and agencies regarding impacts to plantings or monitoring.
- Access will be regularly available to: Streams A and B from a private driveway at the intersection of NE Ireland Road and NE 312th Avenue; Streams C, D, E, and F, and Wetland 1 from the gated road immediately east of 6325 NE Lessard Road; and Stream G, Wetland 2, and the Little Washougal River from the gated road immediately east of the water treatment plant on NE Lessard Road.
- Vegetation data will be collected by a two-person team and the field effort, based on assumed access, is assumed to require three field days for the team to complete work at the 18 monitoring locations.

- The monitoring report is expected to be approximately 20 pages in length, not including appendices, maps, and photographs.

Deliverables:

- Draft Annual Monitoring Report (one draft electronic copy for the City).
- Final Annual Monitoring Report (one electronic copy each for the City, US Army Corps of Engineers, and Clark County; one bound hardcopy each for US Army Corps of Engineers and Clark County).

Task 3: Project Planning

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

Assumptions:

- Project involvement is August through February each of the five monitoring periods.
- Level of effort is estimated as 1 hour per month for senior staff.
- Level of effort is estimated as 0.5 hour per month for administrative support staff.

Deliverables:

- Invoices and associated coordination.

Task 4: Annual Maintenance Coordination

HHPR will coordinate with the maintenance contractor (procured by the City) to address questions and discuss issues.

Assumptions:

- Level of effort for office and field effort is estimated as 5 hour per year for senior staff.
- One field meeting each year between senior staff and contractor staff (not to exceed 4 hours preparation, travel, and meeting time).

Deliverables:

- One contractor meeting per year.

Task 5: Project Contingency Fund

Provide additional services, on an as-needed basis, when approved and authorized by the City. Authorization by the City shall be written, which may be an email notification.

Harper Houf Peterson Righellis Inc.

EXHIBIT B

June 4, 2019

A-202 / KES

CITY OF CAMAS
WATER TRANSMISSION MAIN PHASE 3 — VEGETATION MONITORING 2019-2023

	Annual Monitoring Fee				
	2019	2020	2021	2022	2023
Task 1: Monitoring Establishment	\$7,445.00				
Task 2: Annual Monitoring for Years 1 through 5 (2019-2023)	\$14,955.00	\$14,955.00	\$14,955.00	\$14,955.00	\$14,955.00
Task 3: Project Planning	\$1,815.00	\$1,815.00	\$1,815.00	\$1,815.00	\$1,815.00
Task 4: Annual Maintenance Coordination	\$905.00	\$905.00	\$905.00	\$905.00	\$905.00
Annual Totals	\$25,120.00	\$17,675.00	\$17,675.00	\$17,675.00	\$17,675.00

Tasks 1-4: Total for Years 2019-2023 = \$95,820.00

Task 5: Project Contingency Fund = \$10,000.00 (Task to provide additional services, on an as needed basis, when approved and authorized by the City)

CONTRACT TOTAL: \$105,820.00

EXHIBIT A – 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.

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 of the occurrence of the event causing 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 Multnomah County, Oregon, 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 Oregon 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.