



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 1

616 NE 4th Avenue
Camas, WA 98607

Project No. SS-566C

FRIBERG WETLAND MITIGATION MONITORING

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the 21st day of October 2020, by and between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and Harper Houf Peterson Righellis Inc. (HHPRI), hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may hereinafter be referred to collectively as the "Parties."

The Parties entered into an Original Agreement dated May 2, 2016, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

- 1. Scope of Services. Consultant agrees to perform additional services as identified on Exhibit "A" (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
2. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this Amendment by:

- a. [X] Extended to December 31, 2025
b. [] Unchanged from Original/Previous Contract date of _____, 20__

Unless an additional extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of the Original Agreement.

- 3. Payment. Based on the Scope of Services and assumptions noted in Exhibit "A", Consultant proposes to be compensated on a time and material basis per Exhibit "B" (Costs for Scope of Services) with a total estimated not to exceed fee of:

- a. Previous not to exceed fee: \$84,080.00
b. Amendment No. 1: \$84,110.00
c. Total: \$168,190.00
d. Consultant billing rates:
[X] Modification to Consultant Billing Rates per Exhibit "C" attached herein
[] Unchanged from Original Contract

4. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 20__.

CITY OF CAMAS:

CONSULTANT:

Authorized Representative

By: _____

By:  _____

Print Name: _____

Print Name: Charles L. Harper, PE

Title: _____

Title: Principal

EXHIBIT “A” AMENDED SCOPE OF SERVICES

Task 1: Annual Hydrologic Monitoring

Data Acquisition

Mitigation monitoring will include an assessment of site hydrology in the establishment/creation area and site photographs to document these conditions. Annual hydrologic information will be collected during five weekly visits, approximately 7 days apart. The monitoring will begin in late-February or early March (depending on winter rainfall and site conditions) and continue to early- to mid-April (depending on site conditions and when monitoring starts). Water levels will be measured in the vicinity of transect stakes T3W and T3N; these two stakes are near the two soil monitoring wells that were vandalized. Staff gauges will be read directly. Site visit photographs will be downloaded and annotated after each site visit.

Assumptions:

- Hydrologic monitoring will consist of five visits approximately 7 days apart. Time includes travel to and from the site, mobilization, and demobilization.
- No vandalism to staff gauges, transect stakes, or photo monitoring stakes.

Deliverables:

- Hydrologic information included in annual monitoring reports discussed in Task 2.

Task 2: Annual Vegetation Monitoring, Report, and Coordination

Data Acquisition

Mitigation monitoring data will be collected each monitoring year and will include an assessment of plant survival, density, and cover, the presence and condition of habitat features, and site photographs (at five photo monitoring points and generally throughout the site) to document these conditions.

Species and plant mortality data will be collected for planted specimens along the four previously established transects. Monitoring will take place during the late summer with the goal of monitoring within the same 3-week window each year. The line intercept method (Bonham 1989¹; Coulloudon et al. 1999²) will be used to determine plant cover. Plant survival and density will be determined using the belt-transect method (Stehman and Salzer 2000³). Data will be collected by identifying woody plant species, condition (alive or dead) and location along a 100-foot tape measure.

Other general observations will be made, such as the presence and condition of installed habitat features, plant survival and vigor across the site, condition of the critical area signage, presence of litter, presence of invasive species or noxious weeds, and observed wildlife signs.

¹ Bonham, C. D. 1989. Measurements for Terrestrial Vegetation. John Wiley & Sons, New York, NY.

² Coulloudon, B., K. Eshelman, J. Gianola, N. Habich, L. Hughes, C. Johnson, M. Pellant, P. Podborny, A. Rasmussen, B. Robles, P. Shaver, J. Spehar, J. Willoughby. 1999. Sampling Vegetation Attributes. BLM Technical Reference 1734-4, Denver, Colo.

³ Stehman, S. and D. Salzer. 2000. Estimating density from surveys employing unequal-area belt transects. Wetlands 20 (3): 512-519.

Mitigation Monitoring Report

An annual Mitigation 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 hydrology, climate, and 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 hydrologic and vegetation monitoring, site photographs, and a map of all sample locations and permanent photo monitoring points.

Assumptions:

- Vegetation data will be collected by a two-person team and the annual field effort is not expected to exceed one field day for the team.
- No vandalism to transect stakes or photo monitoring stakes.
- Mitigation monitoring report to be approximately 10 pages in length, not including appendices, maps, and photographs.
- Comments on reports by Camas and agency staff will be editorial in character and not require additional field work, analysis, or substantive revisions to the mitigation monitoring report.
- Attendance at agency site visits not required.

Deliverables:

- Draft Annual Monitoring Report (one electronic copy) for City review for years 6 through 10.
- Final Annual Monitoring Report (one electronic copy) for the City files for years 6 through 10.
- Final Annual Monitoring Report (one electronic copy) for the US Army Corps of Engineers files for years 7 and 10.

Task 3: Project Planning and Coordination

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 February through October of each year (2020-2025).
- Level of effort is estimated as 1 hour per month for 6 months for senior staff.
- Level of effort is estimated as 0.5 hour per month for 6 months for clerical staff support.

Deliverables:

- Invoices, monthly task summary, 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 work is estimated as 4 hours per year for senior staff.
- One field meeting each year between senior staff and contractor staff (not to exceed 4 hours, including 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.

EXHIBIT "B"
AMENDED COSTS FOR SCOPE OF SERVICES

	Annual Monitoring Fee				
	2021	2022	2023	2024	2025
Task 1: Annual Hydrologic Monitoring	\$5,172.00	\$5,172.00	\$5,172.00	\$5,172.00	\$5,172.00
Task 2: Annual Vegetation Monitoring, Report, and Coordination	\$7,433.00	\$7,433.00	\$7,433.00	\$7,433.00	\$7,433.00
Task 3: Project Planning and Coordination	\$1,443.00	\$1,443.00	\$1,443.00	\$1,443.00	\$1,443.00
Task 4: Annual Maintenance Coordination	\$774.00	\$774.00	\$774.00	\$774.00	\$774.00
Annual Totals	\$14,822.00	\$14,822.00	\$14,822.00	\$14,822.00	\$14,822.00

Tasks 1-4: Total for Years 2021-2025 = \$74,110.00

Task 5: Project Contingency Fund = \$10,000.00

ADDENDUM 1 TOTAL: \$84,110.00

(Addendum 1 Total includes Task 5 Project Contingency Fund to provide additional services, on an as needed basis, when approved and authorized by the City)

**EXHIBIT “C”
AMENDED CONSULTANT BILLING RATES**

TABLE C1. Category and rate for various staff positions 2021 – 2025

LABOR CATEGORY	HOURLY RATE
Senior Scientist	\$186.00
Scientist	\$126.00
Landscape Architect	\$147.00
CAD Technician	\$126.00
Clerical	\$109.00

Labor categories not listed in Table C1, but required for the project in a given year, will be billed at rates listed in the Harper Houf Peterson Righellis standard fee schedule for that year.