



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

Project No. W1026

NAKIA CREEK FIRE SALVAGE

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **AKS Engineering & Forestry, LLC**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the Nakia Creek Fire Recon.
2. Scope of Services. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than December 31, 2023, unless an 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 this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed **\$423,000**, under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "A"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in **Exhibit "A"**.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for

a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant (hereinafter "Work Product" in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials and employees, the Consultant's liability, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Consultant's Liability Insurance.
 - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
 - b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial

General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.
Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the

Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)
 - Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
 - Civil Rights Restoration Act of 1987
(Public Law 100-259)
 - Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)
 - 49 CFR Part 21
 - 23 CFR Part 200
 - RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "B"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "B"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the City; or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City, upon full payment of all monies owed to the Contractor under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—
Primary and Lower Tier Covered Transactions.
- a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
 - c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
 - d. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the City for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the

City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
Rob Charles
City of Camas
616 NE 4th Avenue
Camas, WA 98607
PH: 360-817-1563
EMAIL: rcharles@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Bryce Hanson, PE
AKS Engineering & Forestry, LLC
9600 NE 126th Avenue, Suite 2520
Vancouver, WA 98682
PH: 360-882-0419
EMAIL: bryceh@aks-eng.com

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. If requested in writing by either the City or the Contractor, the City and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M

office in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgement be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

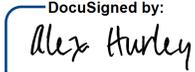
- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
- 26. 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 _____, 2023.

CITY OF CAMAS:

AKS ENGINEERING & FORESTRY, LLC
Authorized Representative

By _____

DocuSigned by:

By _____
2A10F760303C4B5...

Print Name _____

Print Name Alex Hurley

Title _____

Title Member

Date 12/8/2022

EXHIBIT "A"
SCOPE OF SERVICES, COSTS FOR SCOPE OF SERVICES,
AND BILLING RATES

November 28, 2022

City of Camas
Attn: Rob Charles
616 NE 4th Ave
Camas, WA 98607

Re: Professional Services Proposal for Remediation Efforts Associated With the 2022 Nakia Creek Fire That Greatly Impacted the Boulder Creek and Jones Creek Watersheds

Mr. Charles:

Attached is our estimate to provide services for remediation efforts that we have been discussing associated with the 2022 Nakia Creek Fire that impacted ± 800 acres in the City of Camas's Boulder Creek and Jones Creek Watersheds in Clark County, Washington.

Based on the Nakia Creek Fire Assessment performed in mid-November 2022, nearly all of the impacted ± 800 acres encompass dead or projected to be dead trees. Since the fire did not completely burn these trees, they still hold merchantable value if removed and shipped to a sawmill within ± 12 months from the time of the fire. Beyond this timeline, the trees become very susceptible to insect and weather damage and will no longer be a merchantable or a valuable asset. At that point, the trees will be a safety hazard and will greatly impede the opportunity to reestablish a working forest for water quality protection and future timber management, as originally identified in the adopted 2012 Forest Management Plan (FMP). Washington Forest Practice Rules (FPR) still require stream buffer protection despite these areas being burned; therefore, streams and any other sensitive natural features like forested wetlands will be protected during the salvage timber sale. We recommend protecting these resources by electing to follow general standards of the FPR in lieu of the additional standards outlined in the FMP in the burned areas, allowing more extensive reforestation to be implemented. For example, the FMP recommends 200-foot buffers on all fish-bearing streams, whereas the FPR requires 170-foot or 140-foot buffers (each side of a stream), depending on soil site class. With the various resource protection buffers in place, we anticipate ± 475 acres of salvage logging.

This scope of work includes layout (field and office design) of the proposed salvage timber sale; setting up a contract for bidding; administering the sale; setting up the reforestation activities through a contract similar to the previous, or through potential other opportunities such as a nonprofit organization that may donate funds for restoration methods; administering the reforestation contract; and deploying a remote turbidity monitoring system in Jones Creek to track potential increased soil runoff resulting from the fire (results from past turbidity monitoring efforts will be used as a baseline).

The 2012 FMP had established a 40-year plan to manage the watershed timberlands responsibly and systematically through a regimented plan of relatively small and dispersed timber sales along with the construction of road infrastructure for increased access in the watershed, originally intended for forest fire protection and timber management purposes. As evidenced by the fire activity, the road system established to date was very successful in slowing the progression of the fire. However, the fire still impacted a large section of the watershed, which greatly changes the schedule and plan from the 2012 FMP. With a future scope of work, we recommend amending the FMP, post fire salvage, to establish a

new schedule and plan for continued timberland management. This will guide proposed activities moving forward.

The attached exhibit depicts the approximate proposed timber salvage area. Exact areas and configurations (including size) and road locations will be adjusted as necessary to conform to resource buffers and other field conditions. There are also four fish-bearing streams that will need to be crossed. Two crossings are proposed to be permanent access roads, which will require considerable design and permitting efforts. The other two crossings are proposed to be temporary and would be considered for permanent structures with future timber sales. Due to the time constraint associated with salvage logging, smaller temporary crossings will be explored for initial harvesting efforts, with the two permanent crossings to be installed in 2024 under this contract.

To meet the timelines for salvage harvesting to be complete before the end of October 2023, and to allow for bidding opportunities, we recommend immediate action on this scope of work.

We look forward to continuing working with you on this project. Please give me a call if you have any questions or comments.

Sincerely,

AKS ENGINEERING & FORESTRY, LLC



Bryce D. Hanson, PE, LSIT
9600 NE 126th Avenue, Suite 2520
Vancouver, WA 98682
(360) 882-0419 | bryceh@aks-eng.com

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is made between the **City of Camas (Client)** and **AKS Engineering & Forestry, LLC (AKS)** to provide professional forestry and forest engineering services for the Nakia Creek Fire Remediation and Salvage Sale project located in the Boulder Creek and Jones Creek Watersheds (Section 33, Township 3 North, Range 4 East, Willamette Meridian; and Sections 3 and 4, Township 2 North, Range 4 East, Willamette Meridian, Clark County, Washington).

PROJECT UNDERSTANDING

The Client would like to implement a fire salvage sale to remediate areas damaged by the 2022 Nakia Creek Fire. The project deliverables will include completed field work (forestry and forest engineering), three timber sale bid packets ready for auction, contract administration of the three sales, and tree planting administration and reforestation monitoring services for the salvaged units. A remote turbidity monitor will also be deployed in Jones Creek for post-fire turbidity monitoring within the stream. We understand that the salvage sale is to be planned for bid in early 2023, with active logging operations occurring in 2023 through the end of October 2023 for the salvage harvesting deadline, and continued road construction in 2024.

SCOPE OF WORK

The following list of items outlines services that AKS will be responsible for completing.

TASK 1: 2023 NAKIA CREEK FIRE SALVAGE SALE LAYOUT

A. FOREST ENGINEERING SERVICES

Professional forest engineering services necessary for timber sale layout include the following:

i. Harvest Unit Layout

- Perform unit reconnaissance and layout to identify and mark streams, stream types, other water bodies, and physical characteristics of the harvest units.
- Mark harvest unit boundaries (cutting lines, riparian management zones, etc.).
- Perform unit boundary mapping to determine the actual harvest areas.
- Based on harvest area, determine the amount and appropriate locations of wildlife reserve trees (WRTs) and green retention trees (GRTs) required to remain.
- Mark the WRTs and GRTs in the field.

ii. Road Layout and Design

- Perform field investigation to determine road and landing locations.
- Survey the preliminary road location.
- Survey two permanent fish-bearing stream crossings for design.
- Complete road designs.
- Locate and provide development plans for up to two rock pit sites to be permitted with the FPA for onsite use of rocking the proposed roads.
- Complete fish-bearing stream crossing designs.
 - Two crossings to be designed initially as temporary, but also will be designed for later permanent crossings.
 - Two crossings to be designed as temporary crossings that will be removed after the salvaged timber is hauled. The areas being accessed by these temporary crossings are



relatively small and do not warrant more expensive permanent crossings at this time. Permanent crossings can be designed and installed with future timber sales.

- Perform road staking/posting of the final road designs.
- Perform field investigations to determine road maintenance needs along the timber haul route.
- Coordinate with the City of Camas (City) and adjacent landowners (as required) for maintenance needs along the timber haul route.

B. FORESTRY SERVICES

Professional forestry services necessary for the project include the following:

- Perform a timber cruise of the harvest areas to estimate harvest volume.
- Perform a timber appraisal, including the timber value, road construction, and harvesting costs for the three separate proposed salvage sales. These factors will help determine an estimated stumpage value.

TASK 2: 2023 NAKIA CREEK FIRE SALVAGE SALE PACKETS

For bidding and permitting purposes, three separate sale packets will be prepared and compiled with the following services:

A. BOULDER WEST – SPECIFICATIONS/BIDDING/PERMITTING

The following services will be provided for finalizing a complete timber sale packet that can be advertised and let out for bid. The area within this sale (± 90 acres) is on the west side of Boulder Creek and will be accessed by the same road network as the Boulder 2022 Timber Sale.

- Washington State Department of Natural Resources (DNR) permitting: Prepare permit applications, such as the Forest Practices Application (FPA), and obtain permits for road construction and harvesting activities.
- Special provisions/specifications including preparation of the following for inclusion in the contract:
 - Road specifications
 - Harvest specifications
- Timber sale contract preparation, compilation, and revisions based on Client review.
- Marketing of the contract to prospective bidders.

B. BOULDER EAST – SPECIFICATIONS/BIDDING/PERMITTING

The following services will be provided for finalizing a complete timber sale packet that can be advertised and let out for bid. The area within this sale (± 184 acres) is on the east side of Boulder Creek and near Jones Creek, and will be accessed by the Jones Creek road system.

- DNR permitting: Prepare permit applications, such as the FPA, and obtain permits for road construction, fish-bearing stream crossings, and harvesting activities.
- Special provisions/specifications including preparation of the following for inclusion in the contract:
 - Road specifications
 - Two fish-bearing stream crossing designs (initial temporary crossing designs and permanent crossing designs)
 - Harvest specifications

- Timber sale contract preparation, compilation, and revisions based on Client review.
- Marketing of the contract to prospective bidders.

C. JONES – SPECIFICATIONS/BIDDING/PERMITTING

The following services will be provided for finalizing a complete timber sale packet that can be advertised and let out for bid. The area within this sale (±204 acres) is in closer proximity to Jones Creek and will be accessed by the Jones Creek road system.

- DNR permitting: Prepare permit applications, such as the FPA, and obtain permits for road construction, temporary fish-bearing stream crossings, and harvesting activities.
- Special provisions/specifications including preparation of the following for inclusion in the contract:
 - Road specifications
 - Two temporary fish-bearing stream crossing designs
 - Harvest specifications
- Timber sale contract preparation, compilation, and revisions based on Client review.
- Marketing of the contract to prospective bidders.

TASK 3: 2023 NAKIA CREEK FIRE SALVAGE SALE ADMINISTRATION

A. CONTRACT ADMINISTRATION

The following services will be provided for the duration of the three 2023 Nakia Creek Fire Salvage Sale contracts:

- Attend pre-work conferences (up to three if there are three separate buyers for the salvage sales) to meet selected contract buyer and subcontractors to review the timber sale contract and determine a plan of operations.
- Perform site visits as necessary during sale operations to ensure compliance with the timber sale contract. Up to one visit per day during active operations may be necessary.
- Review log truck tickets and payments to ensure the Client is receiving adequate payments for forest products removed.
- Timber sale closeout procedures to ensure all contract terms have been met.

B. CONSTRUCTION STAKING

- Perform construction staking of the two permanent fish-bearing stream crossings.

TASK 4: 2023 NAKIA CREEK FIRE SALVAGE POST-SALE ADMINISTRATION

A. TREE PLANTING ADMINISTRATION

These services will include the following activities to replant the three 2023 Nakia Creek Fire Salvage Sale harvest units:

- Determine if additional fire affected areas, not salvaged, such as in stream buffers, could be replanted to encourage expedited tree regeneration in these areas.
- Coordinate with a nonprofit organization, if desired by the Client, to obtain reimbursement for the seedlings needed for the reforestation of the salvaged area.
- Reserve seedlings on behalf of the Client.
- Prepare tree planting contract documents for a single reforestation contract.
- Provide contract administration of the tree reforestation contract to ensure compliance.

B. TREE SURVIVAL MONITORING

Monitoring services will include performing site visits and tree survival surveys for the first three years following tree planting. Monitoring is required under the Forest Practice Act to ensure planted trees survive the initial years and are determined to be achieving “satisfactory reforestation.” Monitoring will require one to two site visits total to perform survival surveys and report findings to the State of Washington, with an additional site visit to monitor competing vegetation. AKS will provide recommendations for any site vegetation management that may be required to release the planted trees from any competing vegetation.

TASK 5: TURBIDITY MONITORING

A. CONTINUOUS MONITORING AND REPORTING

A 15-minute sampling interval is recommended in order to capture natural events (peak rain fall, slides, etc.) and maintain continuous monitoring of the turbidity levels at the monitoring station. Monitoring services will start upon approval to proceed (anticipated January 2023) and will continue for 17 months to compare stream turbidity levels post fire to the data collected from turbidity monitoring services performed in 2017 – 2019. This will allow for data collection to proceed through the following wet season, concluding in June 2024. Services to maintain the monitoring efforts will include the following:

- Site visits: Based on projected battery life, site visits are assumed to be necessary every three weeks to mitigate interrupted data collection due to dead batteries.
- Data reduction and reporting: The collected turbidity data will be reduced with the necessary software and a final report will be produced. The report will include graphs and general statistics about the turbidity levels with comparisons to local rain gauges and pre-fire conditions from past turbidity monitoring efforts.
- Possible investigation: If the turbidity monitoring discovers abnormally high turbidity readings, such as from a landslide, AKS will investigate upstream reaches to attempt to determine the cause of the high turbidity outputs. AKS will report the findings to the Client and work with the Client on potential resolutions if determined appropriate. This will help identify if any acute events are expected to skew the monitoring results.

TASK 6: REIMBURSABLE EXPENSES

AKS anticipates the following reimbursable expenses:

- Mileage
- Batteries and turbidity monitoring supplies to repair the monitoring station
- FPA fees for the three separate salvage sales
- Deliveries
- Clerical



ESTIMATE FOR SERVICES

TASK 1: 2023 NAKIA CREEK FIRE SALVAGE SALE LAYOUT

A. FOREST ENGINEERING SERVICES.....	\$170,000
B. FORESTRY SERVICES.....	\$40,000

TASK 2: 2023 NAKIA CREEK FIRE SALVAGE SALE PACKETS

A. BOULDER WEST – SPECIFICATIONS/BIDDING/PERMITTING	\$9,000
B. BOULDER EAST – SPECIFICATIONS/BIDDING/PERMITTING	\$15,000
C. JONES – SPECIFICATIONS/BIDDING/PERMITTING	\$12,000

TASK 3: 2023 NAKIA CREEK FIRE SALVAGE SALE ADMINISTRATION

A. CONTRACT ADMINISTRATION	\$85,000
B. CONSTRUCTION STAKING.....	\$6,000

TASK 4: 2023 NAKIA CREEK FIRE SALVAGE POST-SALE ADMINISTRATION

A. TREE PLANTING ADMINISTRATION	\$37,000
B. TREE SURVIVAL MONITORING	\$13,000

TASK 5: TURBIDITY MONITORING

A. CONTINUOUS MONITORING AND REPORTING	\$26,000
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TASK 6: REIMBURSABLE EXPENSES

\$10,000

TOTAL ESTIMATED COST	\$423,000
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ASSUMPTIONS

- This proposal is for contract preparation ready for bidding for road construction, fish-bearing stream crossings, and final salvage harvest.
- The timber sale contracts will follow the same format and use similar standard clauses as the Boulder 2022 Timber Sale contract, with revisions applicable for salvage following the fire.
- AKS will coordinate with the City to see if the proposed “Boulder West Salvage” area could be added onto the existing Boulder 2022 Timber Sale to reduce conflict (logging, road construction, maintenance and timber hauling). If this is possible and the Buyer of the Boulder 2022 Timber Sale is amenable, Task 2A would require less scope.
- Unit boundary mapping will be performed with resource and/or recreation-grade Global Positioning System (GPS) tools and will not be surveyed.
- Permanent fish-bearing stream crossings, as well as road approaches to the crossings, will be surveyed with a total station for design purposes. The remainder of the proposed road centerline will be surveyed with a string box, clinometer, compass, and resource/recreation-grade GPS tools.



- Hydraulic permits for the fish-bearing stream crossings will be reviewed and approved by DNR as part of the FPA permitting process.
- Assumes two or three sites can be located for potential rock development for onsite use.
- Construction staking of each permanent fish-bearing stream crossing will be performed with a total station. Each crossing will be staked once. Additional staking or restaking will be at the expense of the contractor; language in the construction specifications will make this clear.
- Property lines are assumed to be recoverable/locatable without additional boundary surveying. A separate scope and fee can be provided if deemed necessary.
- Contract administration services assume that the salvage sale will be active during 2023 and 2024.
- The tree planting contract will follow the same format and use the same standard clauses as the Jones 2019 Tree Planting contract.
- Post-sale administration does not include the cost to purchase the tree seedlings. If desired by the City, AKS will coordinate with a nonprofit organization to try and secure reimbursement for the seedlings.
- Tree survival monitoring is only for the first three years following planting. Additional monitoring may be necessary depending on the condition of the planted trees. Additional monitoring services can be determined at that time.

BASIS OF FEE AND BILLING

In consideration for performing said services, the Client agrees to compensate AKS on an hourly basis at our standard rates. Invoices will be issued monthly for work performed the previous month.

EXCLUSIONS

Services not specifically included above are excluded from this scope of work. See additional exclusions in the attached "General Provisions."





AKS Engineering & Forestry, LLC

Standard Fee Schedule 10/01/22

Labor Rate Levels:

Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources I	\$55/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources II	\$60/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources III	\$65/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources IV	\$70/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources V	\$75/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources VI	\$80/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources VII	\$85/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources VIII	\$90/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources IX	\$95/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources X	\$100/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XI	\$105/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XII	\$110/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XIII	\$115/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XIV	\$120/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XV	\$125/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XVI	\$130/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XVII	\$135/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XVIII	\$140/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XIX	\$145/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XX	\$150/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XXI	\$155/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XXII	\$160/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XXIII	\$165/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XXIV	\$170/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XXV	\$175/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XXVI	\$180/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XXVII	\$185/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XXVIII	\$190/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XXIX	\$195/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XXX	\$200/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XXXI	\$205/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XXXII	\$210/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XXXIII	\$215/hr
GPS/Robotic Instrument One Person Field Crew	\$165/hr
GIS Specialist.....	\$110/hr
Drone One-Person Field Crew	\$165/hr
Drone Specialist - Office.....	\$125/hr
Survey Crew (Two Person).....	\$225/hr
Laser Scanning One Person Crew	\$195/hr
LiDAR One-Person Field Crew.....	\$195/hr
LiDAR Specialist – Office.....	\$125/hr
Technical Editor	\$105/hr
Clerical.....	\$75/hr

Reimbursables:

Mileage (current federally allowed rate)	\$0.625/mile
Subcontractors and Subconsultants, Application/Permit Fees	cost + 10%
Technical Supplies, Postage/Shipping, Commercial Copies	cost + 10%
Commercial Delivery	cost + 10%
Miscellaneous (includes):	
Parking, Aerial Photos	cost + 10%
Commercial Travel, Meals, Lodging	cost + 10%

AKS does not have an additional charge or multiplier for overtime. Field equipment, computer hardware, and computer software (AutoCAD licenses, etc.) are included in the labor rates.

GENERAL PROVISIONS

1. **Expenses:** AKS Engineering & Forestry, LLC's ("AKS") reimbursable expenses shall be those expenses incurred directly for a project, including but not limited to services provided by outside consultants or contractors, transportation costs, meals, lodging, computer services, printing, permit fees, in-house deliveries, clerical, and binding charges. Client shall pay for such expenses on the basis of actual costs (if incurred through an outside vendor) plus 10%, or at AKS's regular rates at the time the cost is incurred.
2. **AKS's Fees / Fee Estimates:** Unless otherwise agreed in writing: (a) charges for AKS's services will be billed per AKS's rate schedule in effect at the time services are performed; (b) services include, without limitation, all office time, field time, meetings, phone calls, travel time, and all other time incurred for a project; (c) AKS bills in 15-minute increments; (d) AKS bills for travel time door-to-door at its regular rates; (e) AKS's rates may be adjusted from time to time, without notice; and (f) AKS does not warrant that actual fees and expenses will not vary from estimates.
3. **Payment:** AKS will issue invoices approximately monthly. 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 rate of 1.5% per month, unless such rate exceeds the maximum amount allowed by law, in which case the finance charge will equal the maximum rate allowed by law. If Client disputes any portion of an invoice, Client must notify AKS of the dispute in writing within 30 days of the invoice date. The notice must state the disputed amount and basis for dispute. Client hereby waives the right to dispute an invoice more than 30 days after an invoice's date, and/or if Client fails to provide the required notice.
4. **Failure to Pay:** Failure to timely pay any amount due to AKS is a material breach of this Agreement and, in the case of late payment, AKS may, in its sole discretion, suspend or terminate service and all other obligations under this contract and/or under any other contract between AKS and Client (and/or between AKS and any other client subject to control by Client or any of Client's principals). If any payment is not timely made, AKS may withhold plans, documents, and information (whether such documents and/or information was prepared under this contract, another contract between AKS and Client, or a contract between AKS and another client subject to control by Client or one of Client's principals). If AKS suspends or terminates work due to Client's non-payment, AKS may require an additional "start-up fee" to re-start work, even if Client cures all past defaults. These remedies are in addition to any others available to AKS at law or in equity.
5. **Additional Charges:** If AKS performs any work pursuant to a lump sum agreement, AKS reserves the right to charge additional amounts (and client shall timely pay such extra amounts) when: (a) AKS provides any services not specified in the agreement; (b) unforeseen or differing conditions modify the scope of work anticipated by AKS; (c) any law, ordinance, regulation or similar item changes after the date of the agreement and such change requires AKS to re-perform any work; and (d) delay or other conduct by others impact AKS's services; and/or (e) any other circumstance justifies an equitable adjustment to the contract price. Unless otherwise agreed, additional charges shall be at AKS's standard rates.
6. **Cost Estimates:** Any construction or development cost estimates provided by AKS are only estimates. AKS has no control over market conditions or bidding procedures. AKS cannot warrant that bids or actual costs will not vary from estimates. AKS will not be liable to Client for any inaccurate cost estimates, and Client assumes all risks associated with construction and development cost estimates that AKS provides to Client.
7. **Standard of Care:** AKS shall only be responsible to the level of competency and the standards of care and skill maintained by similarly licensed professionals providing similar services on projects of similar type, size and scope as a subject project, in the locale where the subject project is located, at the time that AKS provides services. *AKS shall not be liable to Client for any standard of care higher than such standard.*
8. **Termination:** Without any liability to the other party, either Client or AKS may terminate this Agreement for any reason by giving 30 days written notice to the other party. In such event, Client shall immediately pay AKS in full for all work performed prior to the effective date of termination. AKS need not give 30-days' notice if the reason for termination is client's non-payment.
9. **Limitation of Liability:** In recognition of the fees charged by AKS, and the relative risks, rewards, and benefits of the project to AKS and Client, Client agrees that AKS's liability to Client relating to this Agreement and the services that AKS performs hereunder, for any cause or combination of causes, under any theory of law, including tort (including negligence), contract or otherwise, shall be limited, in the aggregate, to the **lesser** of: (a) the amount of the fee received by AKS in connection with the project; and (b) the remaining insurance coverage available to AKS (after deduction of any costs, claim payments or other amounts that may have reduced policy limits). Client hereby expressly waives all claims of every nature against AKS that exceed these liability limitations. Client had the opportunity to negotiate a higher limitation for a higher fee.
10. **Release of Individuals:** No member, employee or other representative of AKS shall have any personal liability to Client for any act or omission, whether based on a claim of negligence or any other tort, or otherwise, arising out of or relating to this Agreement or the services that AKS performs hereunder, and Client hereby releases all such individuals from all claims of every nature.
11. **Consequential Damage Waiver:** AKS and Client hereby waive all claims against each other for indirect and consequential damages that arise in any manner out of this Agreement or the services performed hereunder. This mutual waiver includes a release of all claims for consequential damages, whether based in tort, contract or otherwise, and includes, without limitation, a release of claims for economic losses such as rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or productivity.
12. **Enforceability:** If any provision contained in this Agreement (or any portion thereof) is held to be unenforceable by a court of competent jurisdiction, the remaining provisions contained herein (and all parts thereof) shall remain unimpaired, in full force and effect. Each clause shall be enforced to the greatest extent not prohibited by law and shall be modified to enforce the expressed intent to the greatest extent allowed.
13. **Assignment:** This Agreement is not assignable by Client without the written consent of AKS.
14. **Access; Client Cooperation:** Client represents and warrants that it has unrestricted access to the site, and that AKS has access to the site, to the same degree as Client. Client shall cooperate with AKS and timely provide AKS information that AKS requests.
15. **Work Product:** Calculations, drawings, and specifications prepared pursuant to this Agreement ("Work Product"), in any form, are instruments of professional service intended for one-time use by Client only, for this project only. Work Product is and shall remain the property of AKS and its consultants. Client may not use any Work Product on other projects without AKS's express written permission. Client shall not obtain the right to use the Work Product, even for one-time use on this project, unless all amounts due to AKS are paid in full. If Client is in possession of any Work Product and has not paid any amount due to AKS, AKS may demand return of the Work Product, and may specifically enforce Client's obligation to return the Work Product. Client agrees that AKS shall not have waived its rights in any Work Product by virtue of submission to a public body, by dissemination of Work Product without copyright designations or via any other conduct other than a written waiver signed by AKS.
 - 15.1: If Client uses any Work Product without retaining AKS for any portion of the project (including construction phase) or any other project, then Client releases AKS and AKS's consultant(s) from all claims and causes of action that relate in any manner to the project and the Work Product. Client recognizes, acknowledges and agrees that the design for a project can be a work in progress and that changes occur and information becomes available, even during construction, and that, unless AKS can stay involved in the project through completion, AKS should be relieved of liability associated with the services it provided for the project. Client agrees to indemnify and hold AKS harmless from and against any claims, demands, damages and amounts of every nature, to the extent caused by Client's use of the Work Product (or Client's allowing someone else to use the Work Product) without the involvement

of AKS. If this Agreement is terminated prior to completion of the project, for any reason other than AKS's termination as a result of Client's breach, then Client may continue to use the Work Product prepared by AKS prior to the date of termination, pursuant to the license granted herein, but only if: (a) Client pays AKS all amounts due to AKS; (b) Client removes all indicia of AKS's involvement in the Project from such documents, including title blocks and stamps; (c) Client retains another licensed design professional to review, approve and assume all responsibility for all design documents (the new design professional shall stamp the Work Product and, if anything has been submitted to a jurisdiction prior to termination, then the new design professional shall notify the jurisdiction that the new design professional is the new design professional of record).

15.2: If Client makes, authorizes or consents to changes to any Work Product, and such changes are not approved in writing by AKS, then such changes and the results thereof are not the responsibility of AKS. In that case, Client releases AKS from any liability arising from construction, use or result of such changes, and Client shall indemnify, defend and hold AKS harmless from and against any liabilities, costs, damages, demands, claims or other amounts to the extent caused by such changes.

15.3: AKS's deliverables only include printed paper copies or PDF's of Work Product. If AKS chooses, in its sole discretion, to produce any native editable design documents (such as CADD, REVIT or Word files), then Client agrees not to distribute such editable documents to any other person without AKS's express written consent, which consent AKS may withhold in its discretion.

16. Indemnity: Client hereby agrees to defend, indemnify and hold AKS (and each of AKS's owners, employees and agents) harmless from any claim, demand, loss, damages and/or liability, including reasonable attorneys' fees, to the extent such arises out of any acts by the Client, its agents, staff, and/or other consultants or contractors that act at Client's direction.

17. Work of Others: Client agrees that AKS shall not be responsible or liable for any work performed or services provided by anyone other than AKS and/or AKS's direct employees. If AKS assists Client with the coordination of other contractors and/or design professional and/or consultants, and/or AKS arranges for the provision of services by others, such coordination and/or other efforts is done as a convenience to Client and does not make AKS liable for the services provided by others. Client understands and expressly acknowledges that AKS does not provide geotechnical engineering, safety, traffic engineering, structural engineering, or electrical engineering services. Client acknowledges that AKS does not assume responsibility and agrees that AKS shall have no liability for determining, supervising, implementing or controlling the means, methods, technique, sequencing or procedures of construction, or monitoring, evaluating or reporting job conditions that relate to health, safety or welfare.

18. All Terms Material; Negotiation; Construction: All provisions herein are material to AKS's agreement to provide services and were expressly negotiated by the parties. Client had the opportunity to negotiate each term hereof and waives any argument that this Agreement should be construed against the drafter.

19. Authorization to Proceed: Any request by Client for AKS to proceed with work shall constitute an express acceptance of all terms to this Agreement, including these General Provisions.

20. Law/Venue: All claims that relate to this Agreement or the services provided hereunder shall be subject to Oregon law, and any litigation shall be filed in Multnomah County, Oregon, except: (a) if any case involves a lien claim that must be litigated elsewhere as a matter of law, all issues may be litigated in the same forum as the lien foreclosure; and (b) if all work performed hereunder occurred in Washington, disputes shall be subject to Washington law and litigation shall be filed in Clark County, Washington.

21. Mediation: Client agrees to mediate any dispute between AKS and Client, at AKS's request. The parties shall equally share the costs of mediation.

22. Notice of Claims: Client shall provide AKS immediate written notice of any facts that could potentially result in any potential claim against AKS. *As a condition precedent to any recovery from AKS, Client shall give AKS written notice of any 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 shall constitute waiver of such claim.*

23. No Third-Party Beneficiaries: Client and AKS are the only beneficiaries of this Agreement; no term herein is intended to benefit any third party.

24. Time Limitation/Accrual: Any claim or cause of action by Client against AKS arising out of or relating to this Agreement or the services performed hereunder (under any theory of law) must be initiated within two (2) years of *the earlier of* the date: (a) of AKS's last invoice; (b) of substantial completion; (c) of abandonment; (d) that Client knew or should have known of the damages claimed; and (e) that Client knew or should have known the facts giving rise to the claim. For purposes of this provision, AKS statements shall not constitute invoices; the "last invoice" shall be the last invoice that reflects new charges not previously charged for base contract work. A signed certificate of substantial completion shall be conclusive evidence of the date of substantial completion. If no certificate of substantial completion is executed, substantial completion shall be the earliest of the date that (a) the project is fit for its intended purpose; (b) the project is utilized for its intended purpose; and (c) a certificate of occupancy (permanent or temporary) is issued for any portion of the Project.

25. Integration; Amendments: This Agreement represents the entire and integrated agreement between Client and AKS, and supersedes all prior and contemporaneous negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the party against which such amendment is asserted.

26. Binding Nature; Survival: This Agreement shall be binding on the parties and their respective successors, heirs and permitted assigns. Each of Client's principals agrees to be bound by the terms hereof, to the same extent as Client. Any clauses intended to survive termination or expiration of this Agreement (including without limitation indemnity, waivers, limitations, and dispute resolution clauses) shall survive termination or expiration.

27. Waiver: No failure on the part of either party to exercise its rights under this Agreement shall be considered a waiver, release or relinquishment of any rights or powers conferred under this Agreement.

28. Unmanned Aerial Systems (UAS): AKS may utilize UAS to compile aerial photography of the project site before, during, and after construction. Client hereby grants AKS permission to operate the UAS over the project site. Client represents that all persons, vessels, vehicles, and structures related to the project are considered participants consenting to be involved with any UAS operations by AKS, and that Client has authority to grant these rights and to make these representations. Client shall defend, indemnify and hold AKS harmless from any breach of these representations, and from any claims or demands against AKS arising from any allegation of trespass, non-consent, or any other issues arising out of AKS's UAS operations (except to the extent that AKS causes property damage or personal injury that arises out of AKS's negligence).

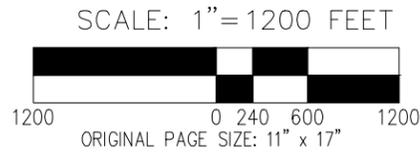
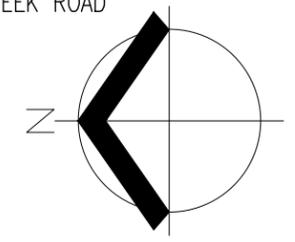
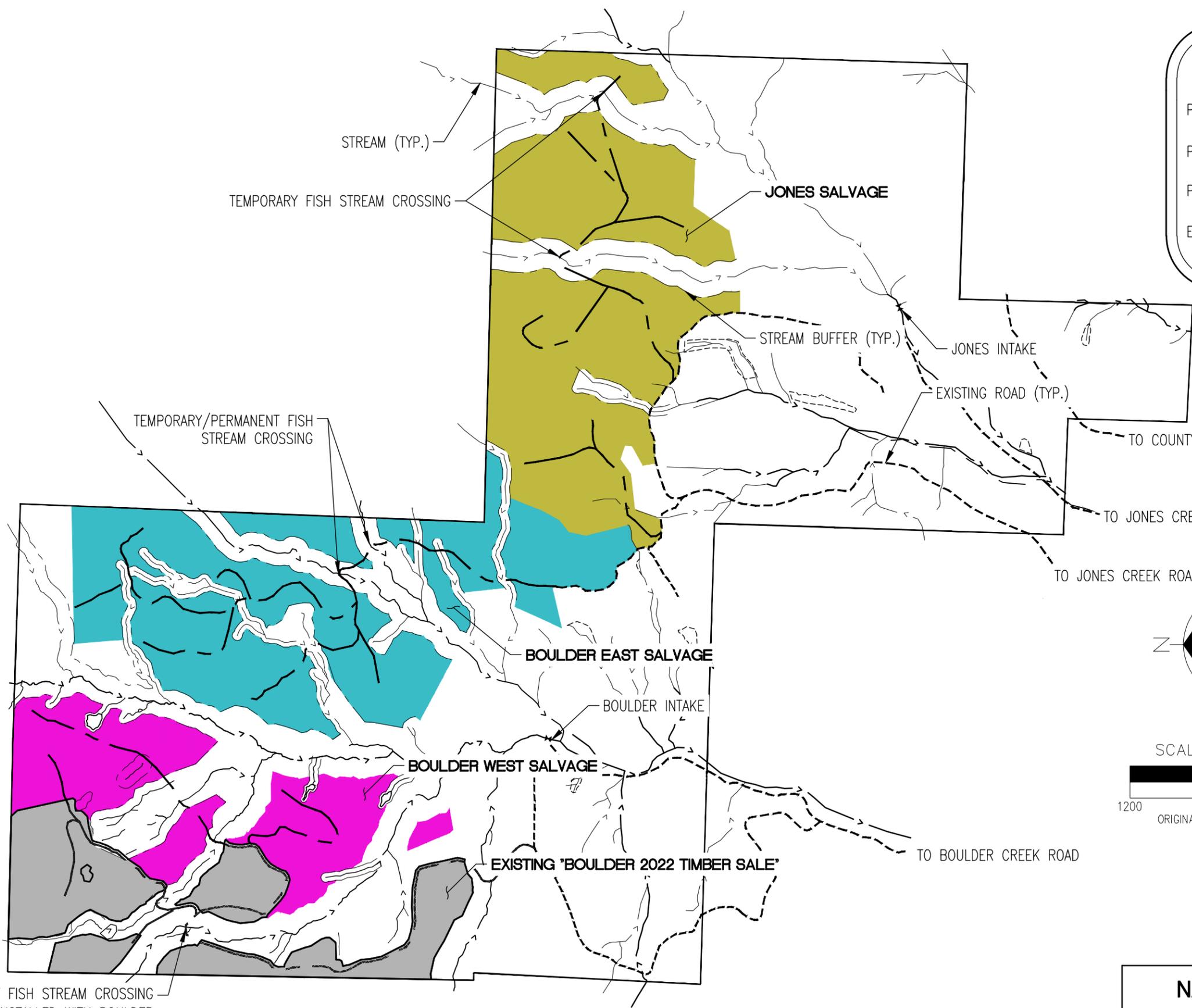
29. Electronic Media: Client may only rely on printed Work Product, with AKS's wet stamp. Any files provided to Client in electronic format are for convenience only and should not be relied upon as final documents. Any use of electronic files shall be at the user's sole risk. AKS makes no representation as to the accuracy or completeness of electronic documents, or as to the compatibility, usability or readability of such files.

30. Court Materials: If AKS receives a subpoena or is otherwise required to produce documents, provide testimony, or otherwise get involved in a court case that relates to your project (and to which AKS is not a party), the Client will pay all time and costs incurred for such matters at AKS' current staff billing rates.

LEGEND

PROPOSED SALVAGE SALE (BOULDER WEST)		90± ACRES
PROPOSED SALVAGE SALE (BOULDER EAST)		184± ACRES
PROPOSED SALVAGE SALE (JONES)		204± ACRES
EX. BOULDER 2022 TIMBER SALE		100 ACRES

NOTE:
 STREAM LOCATIONS EAST OF THE BOULDER CREEK MAINSTEM ARE PRELIMINARY AND NEED TO BE VERIFIED.



PERMANENT FISH STREAM CROSSING
 (TO BE INSTALLED WITH BOULDER
 2022 TIMBER SALE)

DATE: 11/28/2022

NAKIA CR. FIRE SALVAGE SALE	EXHIBIT
CITY OF CAMAS WATERSHED PROJECT	A
AKS ENGINEERING & FORESTRY, LLC 9600 NE 126TH AVE, STE 2520 VANCOUVER, WA 98682 360.882.0419 WWW.AKS-ENG.COM	DRWN: BDH CHKD: BDH AKS JOB: 3464-06



**EXHIBIT “B”
TITLE VI ASSURANCES**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment,

unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix A of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix E of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
 - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)