

CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

PROJECT NO. WTR24007

Forest Management 2027

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 Forest Management 2027.
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 31st 2031, 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 \$96,950 under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" 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 "C".
 - 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.

All work product which may be produced or modified by the Consultant while performing the Services shall belong to the City, upon full payment of all monies owed to the Consultant 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 Consultant shall deliver all copies of any such work product remaining in the possession of the Consultant to 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 Consultants 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 "D" attached hereto and by this reference made part of this Agreement and shall include the attached Exhibit "D" 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 Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant 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 Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; 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.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—
Primary and Lower Tier Covered Transactions.
- a. The Consultant, 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 Consultant is unable to certify to any of the statements in this contract, the Consultant shall attach an explanation to this contract.
 - c. The Consultant 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 Consultant 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 Consultant 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 Consultant is unable to certify to any of the statements in this contract, such Consultant 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. Consultant represents and warrants that the Consultant 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. Consultant 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 Consultant 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 Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant 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 Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant'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: 360-817-7003 ext 4203
EMAIL: rcharles@cityofcamas.us
- Notices to Consultant shall be sent to the following address:
Bryce Hanson
AKS Engineering & Forestry, LLC
9600 NE 126th Ave 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 hereof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. If requested in writing by either the City or the Consultant, the City and the Consultant 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 counterparts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 20__.

CITY OF CAMAS:

AKS Engineering & Forestry, LLC:
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

EXHIBIT “D”
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 Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. **Compliance with Regulations:** The Consultant (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 Consultant, 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 subConsultants, including procurements of materials and leases of equipment. The Consultant 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 Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subConsultant or supplier will be notified by the Consultant of the Consultant'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 Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant 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 Consultant'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 Consultant under the contract until the Consultant complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Consultant 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 Consultant 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 Consultant becomes involved in, or is threatened with litigation by a subConsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant 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 Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) 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 Consultants, 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).

February 24, 2026

Rob Charles
City of Camas
616 NE 4th Avenue
Camas, WA 98607

**RE: PROPOSAL TO PROVIDE PROFESSIONAL SERVICES FOR HARVEST ENTRY 1 OF THE UPDATED FMP, JONES 2027
TIMBER SALE LOCATED IN THE BOULDER CREEK AND JONES CREEK WATERSHEDS**

Dear Mr. Charles:

Attached is our estimate to provide services for the Jones 2027 Timber Sale located in the City of Camas Boulder Creek and Jones Creek Watersheds, Clark County, Washington.

The purpose of this proposal is to provide professional services for timber sale preparation and contract administration for the Jones 2027 Timber Sale. The proposed timber sale area (± 84 Acres) is based on the revised and adopted City of Camas Boulder and Jones Creek Forest Management Plan (FMP) and will mark the start of the revised harvest unit schedule. Including the salvage timber sales associated with the Nakia Creek fire of 2022, this proposed sale will be the ninth timber sale in the watershed.

This proposed timber sale is primarily a rehabilitation project due to the poor stocking of merchantable timber in the sale area. This means that the marketability of the sale could present some challenges and could result in a short-term net financial loss to the City as presented in the adopted City of Camas Boulder Creek and Jones Creek Forest Management Plan.

The attached aerial exhibit demonstrates poor stocking in the proposed harvest area (units 13 & 14), as opposed to the more well stocked areas shown to the north (units 16 & 35), which are planned for future harvest. The light green areas of units 13 & 14 are generally non-merchantable species, where the dark green areas are the merchantable conifer species. There is a clear difference between the areas, thus depicting the need to rehabilitate this area and resultantly an anticipated low financial return or net loss.

The attached exhibit depicts the proposed harvest area, part of which lies above the Jones intake facility and therefore requires increased buffers on contributing streams. Being above the intake facility also requires additional field investigations across the wet and dry seasons to properly identify the streams, differentiate the stream classifications, and apply the appropriate buffers per the FMP. Exact harvest area configurations (including size) and proposed road locations will be adjusted as necessary to conform to buffers and other field conditions.

We look forward to continuing to work with you on this project. If you have any questions or comments, please contact me at (360) 882-0419 or BryceH@aks-eng.com.

Sincerely,

AKS ENGINEERING & FORESTRY, LLC



Bryce D. Hanson, PE, LSIT, Certified Arborist

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 Jones 2027 Timber Sale located in the Boulder Creek and Jones Creek Watersheds (SE ¼ of Section 3, T2N, R4E, W.M., Clark County, Washington). The Client authorizes AKS to provide professional consulting services acting as an independent consultant for this project as individually named. The scope of work and fees are as follows:

PROJECT UNDERSTANDING

The Client would like to implement Entry 1 of the revised and adopted Boulder Creek and Jones Creek Watershed Forest Management Plan (FMP). This entry will include harvest units 13 and 14 from the FMP (see attached exhibit). The project deliverables will include completed field work (forestry and forest engineering), a timber sale bid packet ready for auction, contract administration of the Jones 2027 Timber Sale Contract, and tree planting administration and monitoring services for the harvested units. The understanding is that the timber harvest will be planned for sale in the fall/winter of 2026, with active operations occurring in 2027.

SCOPE OF WORK

The following list of items are services AKS will be responsible for completing. All work outlined below will be performed by or under the direct supervision of an ISA Certified Arborist and/or Professional Engineer (PE) licensed in the State of Washington.

I. TIMBER SALE LAYOUT

A. FOREST ENGINEERING SERVICES

I) HARVEST UNIT LAYOUT

- Perform unit reconnaissance and layout to identify and mark streams, stream types, other water bodies, evidence of root rot, 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.
- Complete road designs.
- 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 and adjacent landowners (as required) for maintenance needs along the timber haul route



B. FORESTRY SERVICES

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

II. TIMBER SALE PACKET

A. 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.

- Department of Natural Resources (DNR) Permitting: Prepare permit applications, such as the Forest Practice Application (FPA), and obtain permits for road construction and harvesting activities.
- Special provisions/specifications include 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.

III. TIMBER SALE ADMINISTRATION

A. CONTRACT ADMINISTRATION

The following services will be provided for the duration of the Jones 2027 Timber Sale Contract:

- Attend pre-work conference to meet the 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 close-out procedures to ensure all contract terms have been met.

IV. POST-SALE ADMINISTRATION

A. TREE PLANTING ADMINISTRATION

These services will include the following activities to replant the Jones 2027 Timber Sale harvest units:

- Reserve seedlings on behalf of the Client.
- Prepare tree planting contract documents (Client is responsible for legal portion of contract and bidding).
- Provide contract administration of the tree planting 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 to perform survival surveys and report findings to the State, 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.

V. REIMBURSABLE EXPENSES

AKS anticipates the following reimbursable expenses:

- Mileage
- Copies
- Deliveries
- Clerical

Estimated Fees

I. TIMBER SALE LAYOUT	
A. FOREST ENGINEERING SERVICES	\$20,170
B. FORESTRY SERVICES	\$12,660
II. TIMBER SALE PACKET	
A. SPECIFICATIONS/BIDDING/PERMITTING	\$10,810
III. TIMBER SALE ADMINISTRATION	
A. CONTRACT ADMINISTRATION	\$34,745
IV. POST-SALE ADMINISTRATION	
A. TREE PLANTING ADMINISTRATION	\$12,665
B. TREE SURVIVAL MONITORING	\$3,900
V. REIMBURSABLE EXPENSES	
TOTAL FEE:	
	\$96,950

ASSUMPTIONS

- This proposal is for contract preparation ready for bidding for road construction and final timber harvest.
- The timber sale contract will follow the same format and use the same standard clauses as the Jones 2019 Timber Sale Contract. The Jones 2019 Timber Sale was also a rehabilitation focused Timber Sale.
- Unit boundary mapping will be performed with a resource-grade GPS and will not be professionally surveyed.
- Contract administration services assume that the timber sale will be active during 2027.
- The tree planting contract will follow the same format and utilize the same standard clauses as the Boulder 2022 Tree Planting Contract.
- Post-sale administration does not include the cost to purchase the tree seedlings.
- Tree survival monitoring is only for the first 3 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.



- The proposed roads or portions of them may be recommended to be temporary, native surface roadways with haul restrictions. This would be to minimize construction costs and promote marketability due to the anticipated low timber volume and value, and high logging costs.

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 services provided during the previous month.

EXCLUSIONS

Only those services/tasks specifically listed in the scope of work are included. Services that do not fall within the scope of work are excluded from this proposal.

Fees or bonds required by affected governmental bodies for review, filing, and submission of application, plans, and drawings are not included in the estimate.

See attached "General Provisions." The person signing below hereby confirms they have signature authority for the City of Camas to unconditionally guarantee all the obligations stated in this contract.

Wayne D Hanson

AKS Engineering & Forestry, LLC

Date 2/24/2026

AKS Engineering & Forestry, LLC
9600 NE 126th Avenue, Suite 2520
Vancouver, WA 98682

Client

Date _____

City of Camas
616 NE 4th Avenue
Camas, WA 98607



**Project Budget Estimate
Jones 2027 Timber Sale
AKS #3464-08**

AKS								ESTIMATED TOTAL COST
Principal In Charge	Project Manager	GIS Specialist - Office	Senior Forest/Civil Engineer	Forest/Civil Engineer	Forester	Project Coordinator		
\$215.00	\$205.00	\$165.00	\$195.00	\$160.00	\$130.00	\$95.00		
Project Tasks & Estimated Personnel Hours								
TASK I: TIMBER SALE LAYOUT								
A. FOREST ENGINEERING SERVICES	4	16	8	14	66	8	4	\$20,170
B. FORESTRY SERVICES	2	6	6	4	24	40	2	\$12,660
TASK II. TIMBER SALE PACKET								
SPECIFICATIONS/BIDDING/PERMITTING	2	8	6	4	40		6	\$10,810
TASK III: TIMBER SALE ADMINISTRATION								
A. CONTRACT ADMINISTRATION	3	30	8	16	128	16	10	\$34,745
TASK IV: POST-SALE ADMINISTRATION								
A. TREE PLANTING ADMINISTRATION	1	6	8		40	24	4	\$12,665
B. TREE SURVIVAL MONITORING		2	4		10	8	2	\$3,900
TASK V: REIMBURSABLE EXPENSES								
REIMBURSABLES (MILEAGE, DELIVERY, CLERICAL)								\$2,000
ESTIMATED PERSONNEL HOURS SUBTOTAL								
	12	68	40	38	308	96	28	-
ESTIMATED COST SUBTOTAL								
	\$2,580	\$13,940	\$6,600	\$7,410	\$49,280	\$12,480	\$2,660	\$96,950
							TOTAL COST ESTIMATE W/ REIMBURSABLE EXPENSES	\$96,950



AKS Engineering & Forestry, LLC
Standard Fee Schedule 07/01/2025

Labor Rate Levels:

Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS VIII.....	\$90/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS IX.....	\$95/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS X.....	\$100/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XI.....	\$105/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XII.....	\$110/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XIII.....	\$115/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XIV.....	\$120/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XV.....	\$125/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XVI.....	\$130/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XVII.....	\$135/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XVIII.....	\$140/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XIX.....	\$145/hr
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Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXVII.....	\$185/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXVIII.....	\$190/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXIX.....	\$195/hr
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Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXXIV.....	\$220/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXXV.....	\$225/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXXVI.....	\$230/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXXVII.....	\$235/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXXVIII.....	\$240/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXXIX.....	\$245/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XL.....	\$250/hr
Floodplain Manager.....	\$225/hr
GPS/Robotic Instrument One Person Field Crew	\$165/hr
GPS/Robotic Instrument One Person Field Crew – Prevailing Wage.....	\$205/hr
Aerial Surveying One-Person Field Crew.....	\$165/hr
Aerial Surveying Two-Person Field Crew.....	\$225/hr
Aerial Surveying Specialist - Office.....	\$125/hr
Survey Crew (Two Person).....	\$225/hr
Survey Crew (Two Person) – Prevailing Wage.....	\$275/hr
Survey Crew (Three Person).....	\$305/hr
Laser Scanning One Person Crew.....	\$195/hr
Laser Scanning One Person Crew – Prevailing Wage.....	\$240/hr
Clerical.....	\$95/hr

Reimbursables:

Mileage	current federally allowed rate
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. In the event AKS refers this Agreement to a third-party for collection, Customer shall pay any and all collection costs incurred by AKS, including attorney's fees.
 5. **Additional Charges:** If AKS performs any work pursuant to a lump sum agreement, or pursuant to oral or written direction from Client or Client's authorized representative, 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 agenda, 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.

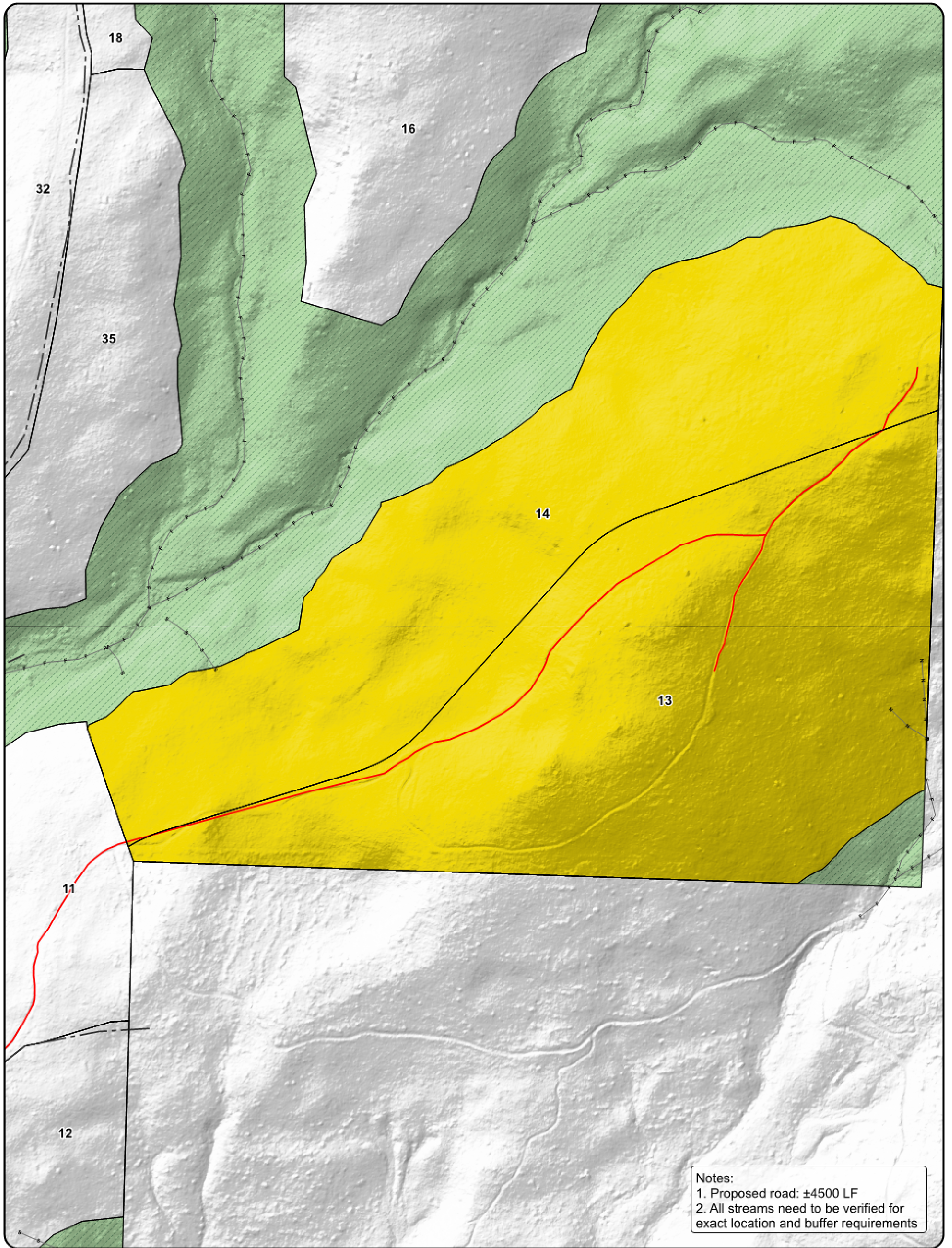
28. Unmanned Aerial Systems (UAS): AKS may utilize UAS to compile aerial photography of the project site before, during, and after construction. Client hereby grants AKS permission to operate the UAS over the project site. Client represents that all persons, vessels, vehicles, and structures related 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 Work Product with AKS's wet or digitally signed 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.

31. Additional Insured: When requested or required, Client may be named as additional insured on AKS's standard and applicable insurance policies. Any policies of insurance that are in any way related to the Project, including those that are secured and maintained by either Party, will provide that each insurance carrier waives all rights of recovery under subrogation or otherwise, against the Additional Insureds and the parties hereto.

32. Authorization to Sign: The person or persons executing this Agreement hereby certifies that they are authorized to enter this Agreement on behalf of the individual or entity listed as the Client in the Client Information section of this Agreement and that they have the authority to bind the Client to this Agreement and these General Provisions.



Notes:
 1. Proposed road: ±4500 LF
 2. All streams need to be verified for exact location and buffer requirements

Legend

- | | | |
|-------------------|---------------------------|-----------------------------------|
| Streams | Approximate Proposed Road | Harvest Units |
| Fish | Existing Road Centerline | Future Units To Be Harvested |
| Non-Fish | Reserve Zones | Units To Be Harvested (±84 Acres) |
| Non-Fish Seasonal | | |

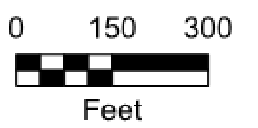
**Entry 1
2027**

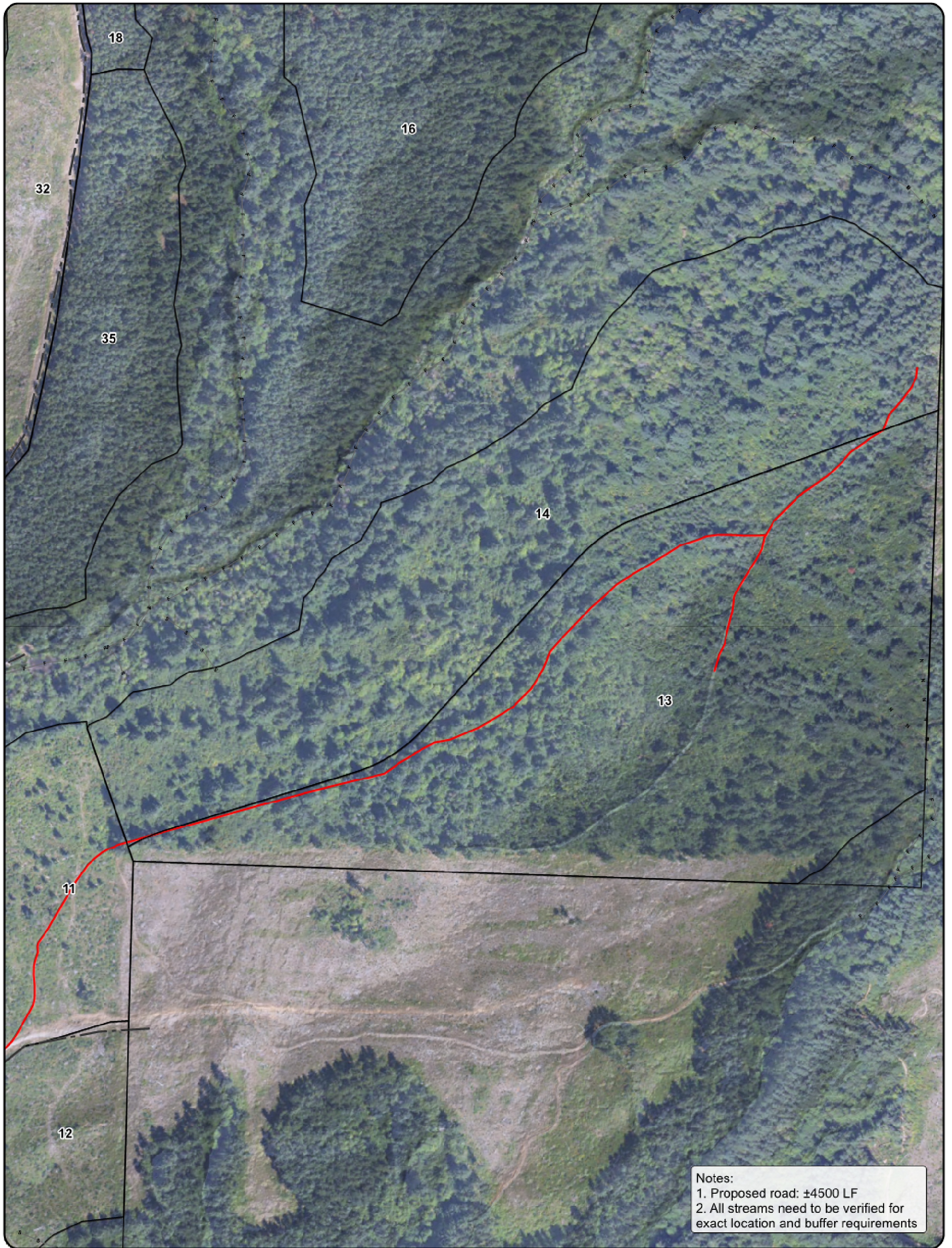
City of Camas
Camas, WA

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.
 Source: LIDAR for hillshade obtained from Washington DNR. Taxlots and road linework obtained from Clark County GIS.



AKS Engineering & Forestry, LLC
 9600 NE 126th Ave, Suite 2520
 Vancouver, WA 98682
 P:360.882.0419 | aks-eng.com





Notes:
 1. Proposed road: ±4500 LF
 2. All streams need to be verified for exact location and buffer requirements

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.
 Source: 2024 Aerial obtained from National Agricultural Imagery Program. LIDAR for hillshade obtained from Washington DNR. Taxlots and road linework obtained from Clark County GIS.

- Streams**
- f—f Fish
 - n—n Non-Fish
 - - - n Non-Fish Seasonal
- Legend**
- Approximate Proposed Road
 - Existing Road Centerline
 - Harvest Unit Boundaries

Entry 1 - Aerial Map 2027
 City of Camas
 Camas, WA