

January 26, 2015

City of Camas  
Attn: Steve Wall  
PO Box 1055  
Camas, WA 98607

**RE: Professional services proposal for the Jones 2015 Timber Sale.**

Mr. Wall:

Attached is our estimate to provide professional forest management, forest engineering and turbidity monitoring for the Jones 2015 Timber Sale located in Clark County, Washington.

This proposal is based on the adopted City of Camas Boulder Creek and Jones Creek Forest Management Plan and our extensive experience working on similar projects throughout the Pacific Northwest and for the City. We look forward to working with you on this project. Please give me a call if you have any questions or comments.

Sincerely,  
**AKS Engineering & Forestry Vancouver, LLC**



Alexander H. Hurley, PE, PLS  
Principal

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## **LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES**

This agreement is made between the City of Camas (Client) and AKS Engineering & Forestry Vancouver, LLC (AKS) to provide professional forestry, forest engineering, and turbidity monitoring for the Jones 2015 Timber Sale located in the Boulder Creek and Jones Creek Watershed (Sections 3,4,9, and 12, T2N, R4E, W.M., Clark County, Washington).

### **PROJECT UNDERSTANDING**

The City would like to implement the second harvest entry into the Boulder Creek and Jones Creek Watershed. The project deliverables will include contract administration of the Jones 2015 Timber Sale Contract, tree planting administration and monitoring services for the harvested units, and turbidity monitoring at one location within the watershed downstream of the proposed harvest units. The project will also include consultation with the City in regards to coordination with the BPA about their proposed access roads and transmission lines within the City's watershed.

### **SCOPE OF WORK**

The following list of items outlined are services AKS will be responsible for completing.

#### **TIMBER SALE ADMINISTRATION**

##### **CONTRACT ADMINISTRATION:**

The following services described below will be provided for the duration of the Jones 2015 Timber Sale Contract:

- Attend pre-work conference to meet selected Contract Buyer and subcontractors to review Timber Sale Contract and determine 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 City is receiving adequate payments for forest products removed.
- Timber Sale close-out procedures to ensure all contract terms have been met.

#### **POST-SALE ADMINISTRATION**

##### **TREE PLANTING ADMINISTRATION:**

These services will include the following activities to re-plant the Jones 2015 Timber Sale harvest units:

- Reserve seedlings on behalf of the City.
- Prepare tree planting contract documents (City is responsible for legal portion of contract and bidding).
- Provide Contract Administration of the Tree Planting Contract to ensure compliance.

Note that the cost of purchasing trees is not included and tree seedling costs can fluctuate.

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**TREE SURVIVAL MONITORING:**

Monitoring services include performing site visits and tree survival surveys for the first three years following tree planting. It is required under the Forest Practice Act to replant and ensure the planted trees survive the initial years and be determined as "Satisfactory Reforestation". This will require 1-2 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.

**BPA COORDINATION**

These services include coordination with the City in regards to meeting with the BPA and/or their sub consultants to discuss and provide advice on the proposed transmission lines, tower locations, and access roads within the City's watershed. AKS anticipates up to three meetings and a two site visits will be required to assist the City's decision making process for final access road locations. Providing existing road replacement values, maintenance considerations and reviews of the BPA road design plans are included in this scope.

**REIMBURSABLE EXPENSES**

AKS anticipates the following reimbursable expenses correlated with the contract administration, post-sale administration, and BPA coordination services:

- Mileage
- Copies
- Deliveries
- Clerical

**TURBIDITY MONITORING:**

AKS understands that the City wants to begin gathering information on possible impacts on water quality prior to harvesting operations above the water intake facilities. Monitoring turbidity levels is the best procedure to ascertain a correlation between stormwater runoff before and following timber harvest above the intake facilities. The initial monitoring efforts will occur over a 2 year time frame surrounding the Jones 2015 Timber Sale. During this time frame, a baseline for turbidity levels can be established for either Jones Creek or Boulder Creek and an analysis can be performed on potential effects of the Jones 2015 Timber Sale. A threshold of exceedance of turbidity, measured in NTUs, should also be established from this data to set parameters for determining when action should be taken. For example, if there is an elevated turbidity reading that exceeds the determined baseline, further investigation measures should be taken to determine if there was a naturally occurring slide or a slide from a harvesting operation. Mitigation, if deemed appropriate, could be determined at that point in time.

**EQUIPMENT AND MONITORING STATION**

Continuous monitoring of the turbidity levels within a single stream will require complete dedication of the equipment for the duration of the monitoring. The recommended equipment for monitoring turbidity includes a single-parameter sonde with a turbidity sensor and associated field cables. A monitoring station will need to be established by using miscellaneous items such as PVC-pipe, steel t-posts and steel cables to try to secure and protect the equipment from the public and stream debris. AKS will purchase the necessary equipment for this monitoring station and anticipates approximately two man days will be required to fabricate and install the monitoring station in the designated stream location.



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## 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 continue from February 2015 through May 2017 to capture several months of the following wet weather season in order to provide comparable data throughout the timber harvesting process. Services to maintain the monitoring efforts will include the following:

**-Initial site calibration:** this includes verifying accurate measurements through the use of a portable turbidity meter, downloading data from the sonde after multiple data collection intervals, and reducing the data to ensure the equipment is functioning properly.

**-Site visits:** based on projected battery life, site visits are assumed to be necessary every three weeks to ensure uninterrupted data collection due to dead batteries. However, during the first three months of operations, frequency of site visits will be varied from 1 week to 4 weeks to test actual battery life. Depending on observed battery life, the frequency of site visits during long term monitoring efforts will be adjusted to minimize costs.

**-Data reduction and semiannual reports:** the collected turbidity data will be reduced with the necessary software and semiannual reports will be produced. The semiannual reports will include graphs and general statistics about the turbidity levels and a short summary of the information with comparisons to local rain gages. The report schedule will follow the Jones 2015 Timber Sale operational seasons such as (June 2015 and Sept. 2015) and (June 2016 and Sept. 2016).

**-Final reporting:** the semiannual reports will be available for the City at any time during the monitoring process; however, a comprehensive report will be provided following the monitoring timeline of February 2015 through May 2016. The final report will compile all semiannual reports and summarize the results of the study to compare turbidity levels at the designated monitoring station pre-timber harvest against post-timber harvest in the watershed.

**-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 City and work with the City on potential resolutions if determined appropriate.

## MONITORING REIMBURSABLE EXPENSES

AKS anticipates the following reimbursable expenses correlated with the turbidity monitoring services:

- Mileage
- Copies
- Deliveries
- Clerical

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## ESTIMATE FOR SERVICES

### TIMBER SALE ADMINISTRATION

|                                 |                 |
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| <u>CONTRACT ADMINISTRATION:</u> | <u>\$40,000</u> |
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### POST-SALE ADMINISTRATION

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| <u>TREE PLANTING ADMINISTRATION:</u> | <u>\$7,000</u> |
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| <u>TREE SURVIVAL MONITORING:</u> | <u>\$3,000</u> |
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| <u>BPA COORDINATION:</u> | <u>\$5,000</u> |
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| <u>REIMBURSABLE EXPENSES:</u> | <u>\$3,000</u> |
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### TURBIDITY MONITORING

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| <u>EQUIPMENT AND MONITORING STATION:</u> | <u>\$9,500</u> |
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| <u>CONTINUOUS MONITORING AND REPORTING:</u> | <u>\$17,000</u> |
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| <u>REIMBURSABLE EXPENSES:</u> | <u>\$1,000</u> |
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| <u>TOTAL ESTIMATED COST (WITHOUT TURBIDITY MONITORING):</u> | <u>\$58,000</u> |
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| <u>TOTAL ESTIMATED COST (INCLUDING TURBIDITY MONITORING):</u> | <u>\$85,500</u> |
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### **ASSUMPTIONS:**

- Contract Administration services assumes that the timber sale will be active during the summers of 2015 and 2016; therefore, an eight month timeframe is assumed necessary to complete the timber sale and that daily inspections are required. Costs will be less if the sale is completed in one summer and fewer inspections are required.
- Public outreach services and meetings are not included in this proposal.
- The tree planting contract is to be prepared by AKS with review by the City Attorney.
- The post sale administration does not include the cost to purchase the tree 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.
- BPA Coordination efforts do not include analyzing full impacts of the transmission lines or access roads within the Watershed. These impacts (loss of timber production, seedling loss, etc.) can be evaluated at a later time upon the City's request with additional contract scope.
- Turbidity monitoring estimates are only for one monitoring station for the described monitoring cycle of February 2015 through May 2017. Continued monitoring beyond the initial monitoring cycle can be determined at a later date.
- AKS will attempt to set up the monitoring station in a secure area that will not be damaged by high stream flows, debris, vandalism, etc. In the event that the equipment is damaged due to factors outside of AKS' control, the City of Camas will be responsible for the cost of replacement equipment.
- The estimate does not include possible permitting fees associated with the Turbidity Monitoring.

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**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.

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

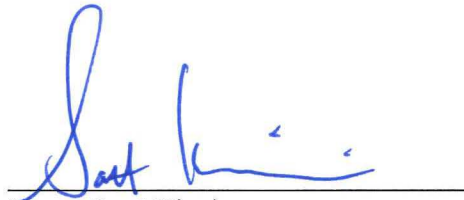
See attached "General Provisions".



*AKS Engineering & Forestry Vancouver, LLC*

Date 01-26-15

AKS Engineering & Forestry Vancouver, LLC  
9600 NE 126<sup>th</sup> Avenue, Suite 2520  
Vancouver, WA 99682



Mayor Scott Higgins

Date 2/19/15

City of Camas  
PO Box 1055  
Camas, WA 98607



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## GENERAL PROVISIONS

1. **REIMBURSABLE EXPENSES:** Reimbursable expenses of AKS Engineering & Forestry, LLC (AKS) shall be those expenses incurred directly for the project, including but not limited to transportation costs, meals, lodging, computer services, printing, permit fees, and binding charges. Reimbursement for these expenses shall be on the basis of actual costs (if incurred through an outside vendor) or at AKS' current cost rates.
2. **OUTSIDE SERVICES:** Any technical or professional services furnished by an outside consultant or contractor will be billed at cost.
3. **AKS' FEES AND FEE ESTIMATES:** Unless otherwise agreed in writing, charges for all AKS' services will be billed in accordance with AKS' rate schedule in effect at the time the services are performed. Any estimate provided by AKS will be provided on the basis of experience and judgment, but AKS cannot warrant that actual time and expenses will not vary from these fee estimates.
4. **PAYMENT TO AKS:** Monthly invoices will be issued by AKS for all work performed under the terms of this Agreement. Invoices are due and payable on receipt. All amounts more than 30 days past due will be subject to finance charges. Finance charges are computed at a periodic rate of 1.5% per month (which is an annual percentage rate of 18%), unless another rate is mandated by law, in which case the finance charge shall equal the maximum interest rate allowed by law. Client agrees that, if it disputes any portion of an invoice, Client must notify AKS of such dispute in writing within 30 days of the invoice date, which notice must set forth the disputed amount and the reason for such dispute. Client hereby waives any right to dispute an invoice more than 30 days after an invoice's date.
5. **FAILURE TO PAY:** Client acknowledges that failure to timely pay any amount hereunder is a material breach of this Agreement, and that AKS may, in its sole discretion, suspend 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) in the case of any late payment, and that if any payment is not timely made, AKS may further 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 principal's). AKS may claim a lien for all materials, labor, and services furnished if any amount due hereunder is not timely paid. In addition to the principal amount due hereunder, and any Finance Charges that accrue hereunder, Client agrees to pay AKS all collection costs that AKS incurs, regardless of whether or not litigation is initiated, including but not limited to reasonable attorney's fees, court costs, and charges for AKS staff time (at AKS' regular rates). If AKS suspends work as a result of Client's non-payment, AKS may require an additional "start up fee" to re-start work hereunder, even if Client cures all past defaults.
6. **GOVERNMENT CHANGES:** If AKS, pursuant to this Agreement, produces a work product and/or performs field work that complies with the ordinances, policies and procedures of governmental agencies, and any such governmental agency changes its ordinances, policies, procedures or requirements after the date of this Agreement, any additional office or field work thereby required shall be paid for by Client as extra work.
7. **ADDITIONAL SERVICES:** Client agrees that if services not specified in this Agreement are provided, or if Client requests services not specified here-in, Client agrees to timely pay for all such services as extra work at AKS's standard rates (if not otherwise specified).
8. **CONSTRUCTION COST ESTIMATES:** Any construction cost estimates provided by AKS will be on a basis of experience and judgment, but since AKS has no control over market conditions or bidding procedures, AKS cannot warrant that bids or actual construction costs will not vary from these cost estimates.
9. **PROFESSIONAL STANDARDS:** AKS shall only be responsible, to the level of competency and the standards of care, skill, and diligence maintained by professionals providing similar services in AKS' local community at the time that AKS provides services under this Agreement. **AKS makes no other warranty, expressed or implied.**
10. **TERMINATION-** Either Client or AKS may terminate this Agreement by giving 30 days written notice to the other party. In such event, Client shall immediately pay AKS in full for all work previously authorized and performed prior to effective date of termination.
11. **LIMITATION OF LIABILITY:** Client hereby waives all claims against AKS and releases AKS from any claim, demand, loss, or liability that Client may now or hereafter have against AKS arising out of or in connection with this Agreement or the services provided hereunder (whether in tort, contract or otherwise), provided that any such claim, demand, loss or liability has not resulted from AKS' gross negligence or willful misconduct. In no case shall AKS's liability to the Client for any cause or combination of causes, in the aggregate, exceed the amount of the fee actually paid to AKS under this Agreement. In no event shall AKS be liable for any indirect or consequential damages of any kind.
12. **LEGAL EXPENSES:** In the event either party hereto must seek legal counsel for the purpose of enforcing or otherwise interpreting the terms of this Agreement, whether or not legal action is initiated, the losing party shall pay the prevailing party all fees, costs, and expenses incurred including reasonable attorneys' fees and expert witness fees, including any fees and costs incurred on appeal.
13. **ENFORCEABILITY:** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired.
14. **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.
15. **TRANSFERABILITY OF AGREEMENT:** This Agreement is between Client and AKS and is not transferable without the written consent of the other party.
16. **ACCESS TO SITE:** Unless otherwise stated, Client warrants that AKS will have access to the site, to the same degree as Client, for activities necessary to perform services. Client represents that it has unrestricted access to the site.
17. **OWNERSHIP OF DOCUMENTS:** It is understood and agreed that the calculations, drawings, and specifications prepared pursuant to this Agreement ("Work Product"), whether in hard copy or machine-reader 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. Client shall not obtain the right to use the Work Product, even for one-time use unless all amounts due under this Agreement are paid in full. If Client is in possession of any Work Product and has not paid any amount due hereunder, AKS may demand return of the Work Product, and may specifically enforce Client's obligation to return such Work Product.
18. **INSURANCE:** AKS is covered by a general liability insurance policy and a professional liability policy, which policies shall each provide for at least \$1,000,000 coverage per occurrence. If Client requires additional coverage in excess of that amount, and if procurable, AKS will obtain additional insurance to the level Client requests at Client's sole expense.
19. **INDEMNITY:** Client hereby agrees to defend AKS and hold AKS harmless from any claim, demand, loss or liability, including reasonable attorneys' fees, that results from for any loss, damage or liability arising from any acts by the Client, its agents, staff, and/or other consultants or agents that act at the direction of Client.
20. **WORK OF OTHERS:** Client agrees that AKS shall not be responsible or liable for any work performed or services provided by any entity other than AKS and/or any person that is not a direct employee of AKS. Client acknowledges that AKS may assist Client with the coordination of other contractors and/or design professional and/or consultants, and/or that AKS will make arrangements for the provision of services by others; and Client further acknowledges that such coordination and/or other such efforts does not make AKS liable for the services provided by others. Client understands and expressly acknowledges that AKS does not provide Geo-technical engineering, Traffic engineering, structural engineering, wetland delineation, and electrical engineering, services. Client expressly acknowledges that AKS does not assume responsibility 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.
21. **ALL TERMS MATERIAL:** All provisions herein are material to AKS's agreement to provide services, and were expressly negotiated by the parties.
22. **VENUE:** Any litigation initiated in connection with this Agreement shall take place in Clark County, Washington, unless such case involves a lien claim that must be litigated elsewhere as a matter of law, in which case all issues related to this Agreement may be litigated in the same forum as the lien claim. All claims of any nature that relate to this Agreement shall be subject to Washington law, unless such claims relate to the foreclosure of a lien and are, as a matter of law, subject to the laws of another state, in which case only the lien claim will be subject to the laws of another state, and all other claims/issues will remain subject to Washington law.
23. **NOTICE OF CLAIMS:** Client shall, and expressly agrees to, provide AKS immediate written notice of any facts that could potentially result in any potential claim against AKS, including but not limited to any dispute, any claimed damages, any perceived failure by AKS, or otherwise. As a condition precedent to any recovery from AKS, Client shall give AKS written notice of any such claim or facts that could result in a claim not later than ten (10) days after the date of the occurrence of the event causing the potential claim. Client's failure to provide such notice, for any reason, shall constitute waiver of such claim.