



September 4, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Acting as the governing body of Water Environment Services
Clackamas County

Approval of a Personal Services Contract with AKS Engineering & Forestry for on-call engineering services. Contract Value is \$1,000,000 for 5 years. Funding is through Water Environment Services Construction Fund and Operating Fund. No County General Funds are involved.

Previous Board Action/Review	N/A		
Performance Clackamas	1. This project supports the WES Strategic Plan Goal to strategically plan and execute capital projects to meet the growth, reliability, and regulatory needs of our service area at the lowest-life cycle cost. 2. This project supports the County's Strategic Priorities of Strong Infrastructure, Vibrant Economy, and Safe, Secure and Livable Communities.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Jeff Stallard	Contact Phone	503-742-4694

EXECUTIVE SUMMARY: WES frequently encounters unanticipated projects and urgent engineering needs that arise outside of the annual planning and capital improvement process. These can include emergency repair design, regulatory compliance support, specialty technical analysis, and smaller capital or operational projects.

Under the current procurement process, engaging engineering services for these smaller or urgent projects often requires repetitive contracting efforts, which can be time-consuming and delay project delivery. Establishing on-call contracts will allow WES to streamline procurement, improve efficiency, and ensure timely response to our needs.

We conducted a competitive solicitation process to identify qualified engineering firms capable of providing services in four categories, Wastewater Conveyance and Treatment Engineering, Water Resources Engineering, Engineering Construction Services, and Wastewater Process Engineering and Operational Support. Work in these categories will include a wide range of services, including planning, design, permitting, and construction support. Multiple firms were selected to ensure adequate availability,

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specialized expertise, and competitive pricing.

The on-call contracts do not obligate funding at the time of award. Task orders issued under these contracts will be funded through approved operating or capital project budgets.

RECOMMENDATION: Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve Contract #1280 with AKS Engineering & Forestry, LLC for engineering on-call services.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist", with a long horizontal flourish extending to the right.

Greg Geist
Director, WES

Attachment: Contract #1280 AKS Engineering & Forestry, LLC



**WATER ENVIRONMENT SERVICES
PERSONAL SERVICES CONTRACT
Contract # 0000001280**

This Personal Services Contract (this "Contract") is entered into between AKS Engineering & Forestry, LLC ("Contractor"), and Water Environment Services, an intergovernmental entity formed pursuant to ORS Chapter 190 ("District").

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2030**.
2. **Scope of Work.** Contractor shall provide On-Call Engineering Services ("Work"), further described in **Exhibit A**. The Contractor is approved to provide services for the following classes of Work:
 - ☐ 1) Wastewater Conveyance and Treatment Engineering
 - ☐ 2) Water Resources Engineering
 - ☒ 3) Engineering Construction Services
 - ☐ 4) Wastewater Process Engineering and Operational Support

This Contract is on an "on-call" or "as-needed basis" for Work.

When the District wishes Contractor to perform the Work, the District will submit an official Clackamas District Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

3. **Consideration.** The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one million dollars (\$1,000,000.00)** for accomplishing the Work required by this Contract. Because this is an on-call or as-needed contract, and the exact amount of Work needed, if any, is unknown, nothing herein shall be construed as a promise to pay Contractor the full \$1,000,000.00 authorized herein. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the District's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation

amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Wes-Payables@clackamas.us

5. Travel and Other Expense. Authorized: ☐ Yes ☒ No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

6. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B. Unless explicitly agreed to by the parties in this Contract, any additional terms and conditions that may be contained in Exhibit A are void.

7. Contractor and District Contacts.

Contractor	District
Administrator: John Christiansen Phone: 503-563-6151 Email: johnc@aks-eng.com	Administrator: TDB Phone: Email:

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. Availability of Future Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the District in its sole administrative discretion.
- 3. Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.

5. **Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **Indemnity, Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract. Provided, however, that pursuant to ORS 30.140(4), Contractor's duty to defend obligations arising from or related to Contractor's professional negligence, or related to professional services provided by Contractor, are limited to reimbursement of reasonable defense costs (including reasonable attorney fees) of District and Clackamas County in an amount not to exceed the proportionate fault of Contractor, as determined by adjudication, alternative dispute resolution, or otherwise resolved by settlement agreement.
- However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of District or Clackamas County ("County"), purport to act as legal representative of District or County, or settle any claim on behalf of District or County, without the approval of the Clackamas County Counsel's Office. District or County may assume their own defense and settlement at their election and expense.
8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirements outlined below do not in any limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the District

and Clackamas County as an additional insureds on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
☒ Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
☒ Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
☒ Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it. Any obligation that District agree to a waiver of subrogation is hereby stricken.

- 10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to District, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during District's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, District shall have no rights in any pre-existing Contractor intellectual property provided to District by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for District use only.

- 13. Representations and Warranties.** Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in accordance with the standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which the Work is being performed. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the District.
- 14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28 and 32, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the District's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. Subcontracts and Assignments.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District, which shall be granted or denied in the District's sole discretion. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16, and 27 as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. Tax Compliance Certification.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the District (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the District fails to receive funding, appropriations, or other expenditure authority as solely determined by the District; or (B) if Contractor breaches any Contract provision or is declared insolvent, District may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the District, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to District all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research, objects or other tangible things needed to complete the Work.

- 20. Remedies.** If terminated by the District due to a breach by the Contractor, then the District shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the District, less any setoff to which the District is entitled.
- 21. No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. Time is of the Essence.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. Force Majeure.** Neither District nor Contractor shall be held responsible for delay or default caused by events outside the District or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. Waiver.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.
- 26. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling District to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

28. Reserved.

29. Reserved.

30. Key Persons. Contractor acknowledges and agrees that a significant reason the District is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the District is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the District provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the District with such Key Person's services unless the District provides prior written consent to such reassignment or transfer.

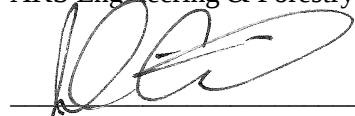
31. Reserved.

32. Merger. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

AKS Engineering & Forestry, LLC

Water Environment Services



5/29/2025

Authorized Signature

Date

John P. Christiansen - Member

Name / Title (Printed)

544082-82

Oregon Business Registry #

FLLC/ Washington

Entity Type / State of Formation

Signature

Date

Name: _____

Title: _____

Approved as to Form:


County Counsel

6/26/2025

Date

EXHIBIT A
RFP 2025-01
Water Environment Services Engineering Master Contract
On-Call Engineering Services
Published January 27, 2025

EXHIBIT B
CONTRACTOR'S PROPOSAL



ON-CALL ENGINEERING
SERVICES RFP #2025-01

Category 3: Engineering Construction Services

Clackamas County WES
150 Beaver Creek Road
Oregon City, OR 97045
(503) 742-4567

Completed February 20, 2025

AKS Engineering & Forestry, LLC

Nathan McCarty, PE, CESCL, CGCI
Senior Associate-in-Charge
12965 SW Herman Road
Suite 100
Tualatin, OR 97062

(503) 563-6151
mccartyn@aks-eng.com

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CLACKAMAS COUNTY WATER ENVIRONMENT SERVICES

RESPONSE TO QUALIFICATION-BASED REQUEST FOR PROPOSAL—
ON-CALL ENGINEERING SERVICES RFP #2025-01

CATEGORY 3: ENGINEERING CONSTRUCTION SERVICES

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Introduction

Clackamas County, on behalf of Clackamas Water Environment Services (District), seeks a consultant to provide On-Call Engineering Services to ensure continuous and safe operation of District facilities. AKS Engineering & Forestry, LLC (AKS) presents our qualifications to serve the District for this contract in the following categories:

» 3. Engineering Construction Services

These services will be provided by our multidisciplinary team out of our Tualatin office, located less than 20 miles from the District. AKS' construction services team currently has staff working within the District's jurisdiction on public improvement projects daily. Senior Associate Nathan McCarty, PE, CESCL, CGCI, will serve as project manager and your point of contact. He will be supported by Principal John Christiansen, PE, CWRE, who is legally authorized to sign any contract that results from this proposal.

Our Statement of Qualifications (SOQ) will be valid for 90 days.

Firm: AKS Engineering & Forestry, LLC

12965 SW Herman Road, Suite 100, Tualatin, OR 97062

Phone: (503) 563-6151 | Fax: (503) 563-6152

Point of Contact: Nathan McCarty, PE, CESCL, CGCI

Phone: (503) 563-6151 Ext. 214 | Email: mccartyn@aks-eng.com

Firm Resources

AKS is a Pacific Northwest-based multidisciplinary consulting firm that has been providing services to local agencies for 28 years. Our Tualatin-based project team is supported by an additional office in Keizer, Oregon. AKS employs more than 375 professionals and provides a variety of in-house services including civil engineering; construction support; land, hydrographic, and aerial surveying; land use planning; natural resources; arborist, forestry, and forest engineering; landscape architecture; geographic information systems (GIS); and 3D laser scanning.

One of AKS' strengths is our ability to provide responsive and efficient services to our clients, regardless of their location, by drawing from our collective resource pool. Even with our large, local capacity, small to medium-size projects—inherent to on-call contracts—represent the majority of our work. With low overhead, a unique combination of expertise, and a streamlined, efficient team, we have developed a reputation for consistently delivering quality projects for local agencies throughout the region.

Our firm manages more than 60 on-call contracts with a wide variety of scopes and needs. The heart and soul of AKS is our dedication to sustaining long-term client relationships. On-call service contracts allow us to work closely with many of the area's local agencies.

OUR TEAM INCLUDES:



Natural Resources

3 Professional Wetland Scientists/Permit Specialists
8 Natural Resource Specialists



Civil Engineering

51 Professional Engineers
87 Engineers-in-Training



Land Use Planning

6 America Institute of Certified Planners
12 Land Use Planners



Land Surveying

18 Professional Land Surveyors
32 Office Surveyors
22 Field Crews
2 Certified Floodplain Managers



Aerial Surveying

11 FAA Certified Remote Pilots
8 Small Unmanned Aerial Systems (sUAS)



Hydrographic Surveying

6 Survey Vessels



Geographic Information Systems (GIS)

9 GIS Specialists



Landscape Architecture

6 Registered Landscape Architects
1 Landscape Designers



Consulting Arborist

7 ISA-Certified Arborists & Qualified Tree Risk Assessors



Forestry/Forest Engineering

10 Foresters/Forest Engineers



Construction Support

31 Construction Inspectors
10 Construction Managers

Local Experience

AKS has significant construction management and inspection experience in Clackamas County and the Pacific Northwest. We hold on-call construction support service contracts with jurisdictions and public agencies throughout the region.

City of Stayton W Ida Street Sanitary Sewer Replacement STAYTON, OR

The City of Stayton engaged AKS to design a multiphased replacement and upsizing of the sanitary sewer system along W Ida Street. This also involved abandoning old sewer mains and manholes and reconnecting sewer laterals as required. This project significantly improves the City's wastewater infrastructure by addressing major inflow and infiltration (I&I) deficiencies and enhancing capacity to support future growth. Each phase included detailed plans, specifications, and cost estimates to facilitate the bidding and construction process.

AKS collaborated closely with the City to develop alternate alignments that minimized impacts, reduced bypass pumping, and reduced construction costs. The project faced challenges due to outdated construction methods from the 1960s and poor soil conditions, requiring careful evaluation. Our engineering, construction management, and survey teams coordinated extensively with the City and contractor to ensure the acceptable installation of the new gravity sewer and successful project delivery.

Phase 1 included the replacement and upsizing of approximately 2,100 feet of gravity sewer piping with significant I&I and capacity deficiencies.

AKS provided complete construction management support including attending site meetings, conducting site inspections, submittal reviews, dewatering plan reviews, bypass pumping plan reviews, and traffic control plan reviews, as well as providing support to the City, value engineering input, and design modifications as needed during construction, so AKS could certify construction of the project as required by the Department of Environmental Quality (DEQ). By doing this, AKS has demonstrated efficiency, reliability, and professionalism in partnering with the City.

Phase 2 involved replacement and upsizing of approximately 2,600 feet of gravity sewer piping with significant I&I and capacity deficiencies. This phase also included replacing an old culvert crossing the new sewer line, working to minimize impact of a large in-ground fiber optics communication vault in immediate close proximity to the new sewer line, replacing storm drains and rerouting water lines that were both in conflict with sewer line trenching, and rerouting dry utilities conflicting with the new sewer main.

As the project progressed toward the construction phase, the city encountered unforeseen staffing challenges and was unable to allocate an inspector during this period. Given the high level of trust established with the AKS team and inspector Jeff Sears from Phase 1, the City recognized AKS as a dependable partner to conduct all inspections for Phase 2. Consequently, we provided comprehensive construction management support for Phase 2, mirroring our involvement in Phase 1.

In January 2025, AKS was selected for **Phase 3** of this project, for which AKS is currently conducting review and analysis to address any alignment issues, utility conflicts, waterway/stream crossing issues, and any other issues that will impact the construction of additional improvements.

Reference

Michael Schmidt, City of Stayton

Phone: (503) 769-2919

Email: mschmidt@staytonoregon.gov



City of Salem Construction Inspection Services

SALEM, OR

AKS provides as-needed construction inspection services in parallel with our Consultant of Record (COR) contract with the City of Salem. The various scopes have entailed construction contract administration, procurement, inspection, and project closeout. Relevant project experience includes:

» **Geren Island Ozone Contact Basin:** AKS is providing ongoing construction inspection services for enhancements to the City's existing Geren Island Water Treatment Plant that will treat algal toxins by injecting ozone into the finished water. Additionally, the Southeast Collector Well (SECW) became part of the project and AKS provided construction inspection on schedule items, sequencing, items/issues to watch for, and general inspection/constructability items. The general contractor provided experimental digging to determine site drainage associated with this SECW phase; however, AKS assisted with the layout, excavating, and rocking for the well work, schedule items, and sequencing, and addressed items/issues with the contractor on starting/completing this phase.

» **Franzen Reservoir Dechlorination Facility Improvements:** AKS provided construction inspection and coordination for the Franzen Reservoir and Aldersgate dechlorination facilities to enhance fire flow and protect against algal toxin events.

Reference

Rob Keller, City of Salem

Phone: (503) 588-6211

Email: rkeller@cityofsalem.net

» **Whispering Heights Pump Station:** AKS provided construction inspection services for upgrades to the City's Whispering Heights Pump Station. Our services included involvement with RFIs, submittals, and change orders; testing of the mechanical piping, startup procedure, and sequencing; coordination with the new stations, the Supervisory Control and Data Acquisition (SCADA) system, closeout, and punch list; and all contract-related documentation and the hand-off of the station to the City.



Geren Island Ozone Contact Basin

Portland Parks & Recreation (PP&R) On-Call Construction Support Services PORTLAND, OR

AKS has been providing on-call construction support services to PP&R since 2023. Led by Nathan McCarty, our team has provided comprehensive construction management services for projects such as the following:

- » **Leif Erikson Culvert Replacement:** The project involved critical repair and maintenance work to ensure the safety and functionality of the trail. AKS provided comprehensive construction management services, coordinated with contractors, ensured compliance with project plans, and managed timelines and budgets. We performed regular inspections, provided detailed reports, responded to contractor RFIs, and reviewed material submittals. AKS conducted thorough final inspections, created punch lists, and coordinated with the contractor to resolve issues. Specific inspection tasks included excavation, culvert installation, grading, geotextile fabric placement, and surface rock installation.

Throughout the project, AKS maintained open communication with PP&R and the contractor, ensuring that all parties were informed of project progress and any issues were promptly addressed. This collaborative approach helped ensure the successful completion of the project.



Reference

Dave Obern, PP&R

Phone: (503) 823-7529

Email: david.obern@portlandoregon.gov

- » **Parklane Park:** AKS assisted PP&R with construction oversight for the 25-acre Parklane Park Construction Manager/General Contractor (CM/GC) project. We provided on-site field observations and reports, reviewed requirements and specifications, conducted periodic site observations, prepared daily field reports, participated in weekly meetings, and communicated issues. Observation work included walkway subgrade, concrete or asphalt finish, parking area, skatepark, water feature, pavilion, picnic shelters, dog park, community garden, playground, lawn grading, and landscape planting and irrigation.
- » **Mill City Park:** Due to the high level of trust established with the AKS team and Inspector Dave Webb on the Parklane Park CM/GC project, PP&R recognized AKS as a reliable and efficient partner for conducting all inspections for the Mill City Park project. The contractor was behind schedule, and PP&R intended to replace their construction manager with another PP&R staff member. To manage this additional project, the PP&R staff required a supporting inspector to monitor and report on the contractor's work. They turned to AKS Construction Inspector, Dave Webb, requesting that AKS replicate the services provided on the Parklane Park project for the Mill City Park project, to ensure comprehensive and efficient construction observation. AKS provided construction oversight for the 5.7-acre Mill City Park project. We documented completed work and advised the owner's team on modifications, issues, and quality concerns. Our scope included scheduling, quality assurance and quality control (QA/QC), draft inspection report review, and general oversight, ensuring the project met high standards.

Project Team

Capability

AKS provides a wide range of in-house capabilities, providing comprehensive support from concept to completion for sanitary sewer and stormwater drainage systems projects. AKS frequently evaluates existing municipal utility systems in light of community needs and designs, permits, and oversees construction of new or retrofitted solutions to build capacity and replace aging systems. With a team of 10 construction managers and 31 construction inspectors, AKS has the capacity to deliver the services required for this contract.

Our team is proficient in coordinating and communicating effectively with County officials and District staff, which allows us to meet on-site requirements with minimal advance notice. We currently collaborate with over 60 local agencies across Southwest Washington and Oregon, providing reliable services under on-call or engineer-of-record agreements.

All personnel listed in our proposal are committed to being available for the duration of this contract, including outside of business hours and weekends, ensuring the project receives the time and attention it deserves.

Key Staff

Successful utility system construction projects require not only quality materials and skilled contractors but also exceptional communication, coordination, and oversight to ensure all stakeholders work toward a unified project goal. Therefore, personnel must possess expertise in the engineering and construction industry along with excellent coordination and communication abilities. Our well-qualified team specializes in civil engineering, surveying, and construction, particularly in utility systems, ensuring every project is executed with precision and excellence. Brief biographies for our qualified and experienced team follow below, highlighting their certifications and skills, and resumes can be found in the Appendix.

Nathan McCarty, PE, CESCL, CGCI | Senior Associate
Project Manager

REGISTRATIONS/CERTIFICATIONS

Professional Engineer: Oregon (#89027PE)

Certified Erosion & Sediment Control Lead (#CWTA-107634782)

Certified General Construction Inspector (#50638)

SUMMARY OF QUALIFICATIONS

Nathan is a seasoned construction inspector, construction manager, and project administrator with 11 years of experience with the construction of public infrastructure development, including stormwater drainage, sanitary sewer, culvert crossings, and street construction. He is involved in projects before they start to prepare for project success by enlisting his team to perform constructability reviews, prepare the contractor bid tabulation and package, facilitate the bid reviews, and provide bid comparisons back to the client. During construction, he conducts site visits, monitors contractors' progress, tracks contractor schedules through weekly production summaries, and provides these at weekly progress meetings. Nathan recognizes the importance of assisting clients with project permitting and construction start preparation, outlining the rules for the contractor at the pre-construction meeting, as well as the importance of project closeout and commissioning. His construction team works closely with survey in coordination of record drawings. Nathan excels at ensuring regulatory and permitting compliance, using a project management strategy that centers around field plan review and support during construction to address project constraints and potential issues before they occur.

CATEGORY 3: ENGINEERING CONSTRUCTION SERVICES

Waylon Knight, CGCI | Senior Associate Construction Manager

REGISTRATIONS/CERTIFICATIONS

ODOT Certified General Construction Inspector (#51514)
ODOT Certified ADA Curb Ramp Inspection (#51514)
HDPE Pipe Fusion Certified Trainer
OSHA Competent Person Certified Trainer
OSHA Confined Space Certified Trainer

SUMMARY OF QUALIFICATIONS

Waylon has 27 years of experience in contract negotiation, construction management, and underground utility construction and design. Waylon's exceptional understanding of potential challenges during construction will allow him to provide valuable feedback during design and construction to ensure these challenges are addressed early, providing the most benefit to the District. His familiarity with the needs of contractors during construction ensures projects are kept on schedule and within the established budget. He leverages his extensive experience in coordinating permits, construction efforts, utility locates, pot holing, and other preparatory activities to ensure projects are executed with optimal efficiency. This approach minimizes construction impacts while delivering completed projects that meet the stakeholders' expectations.

Ren Smith, CESCL Construction Manager

REGISTRATIONS/CERTIFICATIONS

Certified Erosion & Sediment Control Lead (#ECO-3-3272313)

SUMMARY OF QUALIFICATIONS

Ren has devoted much of his 41-year career to municipal public works projects. He has constructed and inspected infrastructure projects involving roadways, pump stations, water lines, storm drainage, treatment, and wastewater transmission. He is a capable leader able to spot potential project issues before they become problems. He fosters collaboration with City representatives, project owners, engineers, inspectors, subcontractors, and crew members. His construction expertise includes value engineering, submittal reviews, constructability, alternative contract delivery methods, RFIs, startups, punch lists, providing creative solutions to unique challenges, change order review, pay requests, closeouts, and warranty inspections, among others.

Steve Salotti, CESCL Construction Manager

REGISTRATIONS/CERTIFICATIONS

Certified ODOT ADA Curb Ramp Inspector (#52055)
Certified Erosion & Sediment Control Lead (#CWT-94193561)

SUMMARY OF QUALIFICATIONS

Steve has 27 years of experience as a construction manager, inspector, and superintendent. He specializes in stormwater drainage and sanitary sewer upgrades for private and public projects. His inspection experience includes roadway construction, stormwater drainage and sanitary sewer pipe installation, and stormwater facilities. Steve fosters collaboration with city representatives, project owners, engineers, inspectors, subcontractors, and crew members. He brings experience and the ability to oversee construction on all types of projects and communicate with subcontractors and owners to complete a project with the client's needs as a priority. He spends multiple days each week on-site with the project team, including contractors, clients, and relevant jurisdictions working on private projects within WES' jurisdiction assuring the project is tracking to be built per plans and specifications. Steve also anticipates and steers projects to avoid problems.

Jeff Sears, CESCL Construction Inspector

REGISTRATIONS/CERTIFICATIONS

Certified Erosion & Sediment Control Lead (#CWTA-93446810)
OSHA Safety and Fall Standard Forklift Certification

SUMMARY OF QUALIFICATIONS

Jeff has over 34 years of experience in the construction industry and is well versed in overseeing construction for site work, parks, storm water and sewer systems, structural concrete, and transportation improvement projects. Prior to joining AKS, he worked on sewer and water treatment plants, providing a variety of services including running pipe crews installing up to 60-inch pipes, installing mechanical piping, performing pipe tests, and excavating for building foundations. Since joining AKS, Jeff has been providing construction inspection services for public clients.

CATEGORY 3: ENGINEERING CONSTRUCTION SERVICES

Nate Garity, PE, CESCL, CGCI Construction Inspector

REGISTRATIONS/CERTIFICATIONS

Professional Engineer: Oregon (#84917PE)
Certified Erosion & Sediment Control Lead (#2019-0033)
ODOT Certified General Construction Inspector (#52444)
ODOT Certified ADA Curb Ramp Inspection (#52444)

SUMMARY OF QUALIFICATIONS

Nate is an AKS civil engineer and construction manager/inspector with 20 years of experience managing and inspecting construction services for transportation improvements and utility upgrades for public and private development projects. His construction inspection experience includes roadway construction, stormwater drainage and sanitary sewer utility pipe installation, stormwater facility construction, manholes and catch basins, and other related improvements. In addition to construction inspection, Nate coordinates and provides job costing and feasibility analyses, constructability plan review and value engineering, plan processing and permitting services, pre-construction meeting coordination, project punch list creation, and agency acceptance, startup/commissioning, and closeout. Nate has experience working with WES District Staff to provide creative solutions for design field fits including construction modifications, explaining and garnishing support and approvals, and adaptive test assurance methods.

Jacob Secor, CESCL Construction Inspector

REGISTRATIONS/CERTIFICATIONS

Certified Erosion & Sediment Control Lead (#CWTA-105200782)
ODOT Certified ADA Curb Ramp Inspector (#51942)

SUMMARY OF QUALIFICATIONS

Jacob will support the construction management team and provide inspection services for Clackamas WES. His expertise includes four years of experience in the construction industry. Jacob is familiar with all aspects of the construction industry, including private and public infrastructure improvements, stormwater drainage and sanitary sewer systems. His construction inspection involvement includes roadway construction, stormwater drainage and sanitary sewer utility pipe installation, stormwater facility construction, manholes and catch basins, curbs and gutters, and other related improvements.

Dave Webb, CESCL Construction Inspector

REGISTRATIONS/CERTIFICATIONS

Certified Erosion & Sediment Control Lead (#ECO-3-12111902)

SUMMARY OF QUALIFICATIONS

Dave is a seasoned construction inspector with 27 years of industry experience. He provides detailed on-site observations and reports for project stakeholders, ensuring compliance with specifications and documenting work progress. His expertise includes inspecting concrete, paving, and stormwater drainage and sanitary sewer utility systems. Dave's role involves meticulous communication, both verbal and written, through reports, photo logs, and meetings. His background includes over 20 years in concrete operations, overseeing ready-mix plants and working with various clients and contractors in the Pacific Northwest. Dave excels in managing, observing, and documenting construction processes to meet quality, timelines, and cost, balancing multiple on-site inspections effectively.

Chris Eckman Construction Inspector

REGISTRATIONS/CERTIFICATIONS

ODOT Certified Density Technician (#44026)

SUMMARY OF QUALIFICATIONS

Chris is a construction inspector with AKS and has been with Tenneson Engineering Corporation (TEC), an AKS company, since 2004. As a field inspector, and density testing technician, Chris is responsible for ensuring that civil construction projects adhere to plans and specifications. Chris' inspection duties include visual inspection of stormwater drainage and sanitary sewer underground utility installation, conducting nuclear density testing, and concrete quality testing. The materials involved in testing include concrete, aggregates, native backfill, and bituminous pavement. Chris tracks and updates AKS' density testing equipment to make sure that it is ready for use and meets all of the requirements of the ODOT specifications.

Approach

Extensive Experience with On-Call Contracts

AKS is familiar with the unique characteristics of providing support on a continuing service basis under on-call contracts. Currently, we manage over 60 such contracts across the Pacific Northwest, some of which have been ongoing for over 10 years—a testament to our commitment to fostering strong, long-term relationships with our clients.

On-call service contracts enable us to collaborate closely with local jurisdictions and develop professional relationships with agency staff. Through consistent communication and careful resource allocation, we cater to the diverse project scopes and needs of our on-call contract clients, solidifying our reputation as a reliable and responsive partner.

Our expertise lies in handling a diverse range of project needs that come with on-call contracts. A significant portion of our work involves fast-track, small to medium-size projects for public agencies that often necessitate immediate service delivery, and we excel at adjusting workloads and schedules to meet stringent project deadlines. We understand the importance of prompt responses, efficient resource allocation, and clear communication. This allows us to address the unique requirements of each project swiftly and effectively.

Comprehensive On-Call Services

AKS construction management and inspection personnel provide comprehensive services, including pre-bid contract reviews, construction contract administration, construction monitoring and inspection, change order management, scheduling, and project closeout. Our team has extensive experience inspecting public utility projects for various jurisdictions such as Clackamas County, Marion County, and the Cities of Happy Valley, Milwaukie, Tualatin, Tigard, Salem, Stayton, Dundee, Cornelius, Eugene, Depoe Bay, and PP&R.

AKS has served many jurisdictional on-call contracts in similar capacity to the needs of the District and has been available to add inspection coverage within a days' notice by offering deliberate, effective, and immediate services.

Review of Work/Inspection Services

AKS provides comprehensive review of work and inspection services. We perform material and installation inspections to ensure compliance with plans and jurisdictional requirements. Our verification process is meticulous, guaranteeing the highest quality and adherence to regulatory standards. Safety is paramount at AKS, and we enforce a proactive safety policy: see it, say it, and escalate it if necessary. This involves identifying and reporting safety concerns immediately, escalating issues through internal and external channels as outlined in pre-construction and site meetings, and following up with detailed documentation to track and resolve issues. We also meticulously track time and materials efforts, particularly those billed to the agency on change order tasks, exemplified by our ongoing project for the City of Tualatin. AKS employs a unique tool for precise tracking and accountability of contractor materials and labor when the City of Tualatin has a contractor performing work on a time and materials basis. Additionally, we attend and often lead meetings on behalf of the jurisdiction, setting clear outlines, expectations, and guiding the project team to ensure alignment with our client's goals.

Independent Testing

We have the capability to provide testing for density and trench compaction. Typically, this testing is required to be provided by the contractor performing the work. AKS' experienced construction staff observe and review this work to ensure compliance. If independent testing is required by the jurisdiction, AKS will partner with the District to secure a testing company.

Survey

A unique advantage of AKS is that our construction services team also includes professional surveyors who can provide the following on-call services:

- » Topography/design surveying
- » Boundary surveying
- » Construction staking of plans
- » As-built data collections
- » Aerial imaging
- » Underground manhole and structure scanning

The AKS construction services team collaborates closely with the AKS survey department, enabling efficient and timely data collection tailored to the client's specific deliverable requirements.

Regulation Compliance

AKS construction support staff know that complying with regulations is key to a project's success. Our expertise and in-house resources ensure proper adherence to regulations.

Contractor Coordination

Contractor coordination is constantly being performed by our construction services staff. Both our construction inspectors and construction managers make it a priority to identify expectations early for the contractor to achieve the jurisdiction's desired outcome, documenting these expectations in writing and continuously reminding contractors through follow-up conversations, site meetings, observations of construction efforts, report writing, and emails. These written accounts are then reported back to the client or local jurisdiction.

Pay Application Support

AKS provides support for pay applications by evaluating completion per the contract and verifying all billed items against materials on hand, installation, completion, and proper installation verification. We have developed and utilize a pay application tracker tool that has proved to be highly effective. For instance, our efforts in this space have identified tens of thousands of dollars in potential savings for jurisdictions like the City of Tigard on its Kruger Creek project.

Substantial & Final Completion

AKS understands how important it is to close out projects in a timely manner. In almost every jurisdiction we have worked in, we regularly provide a preliminary completion inspection and preliminary list to the contractor, coordinating with the contractor for completing, and verifying everything before notifying the District of substantial completion. Following this, we coordinate the contractor's completion of the official District staff punch list. We also drive the process and facilitate all paperwork regarding final completion, such as warranty bond estimating, closeout paperwork preparation, and all other necessary items.

RFIs

AKS tracks contractor RFIs, leveraging industry resources to address these with expertise in regulation, code compliance, and supplier guidelines. Our thorough review process ensures precise responses, maintaining safety and quality standards. By using a document management system, we provide transparency and easy

access to RFI responses, mitigating risks and fostering efficient project execution.

Document Management

AKS uses Newforma, a collaborative information management system designed to enhance productivity and efficiency in project workflows. It benefits our clients by reducing the time spent on administrative tasks such as document retrieval and communication, allowing the project team to focus on high-value activities. The software streamlines project workflows by providing a centralized platform for document management, tracking project milestones, and facilitating real-time collaboration among stakeholders. This ensures that all project-related information is organized, accessible, and up to date, ultimately leading to faster decision-making, improved project outcomes, and significant cost savings.

Startup/Commissioning

AKS provides comprehensive start-up and commissioning services for projects, ensuring systems meet regulatory standards and client specifications. Notable projects include sanitary sewer pump stations turned over to the local City jurisdiction, and specifically the City of Salem Geren Island system, where AKS oversaw the commissioning process of the water osmosis system. The start-up process for the Geren Island System included verifying that all systems and components were pre-tested, confirmed, and ready for operation, with all relevant parties on-site and following a detailed checklist. An emergency shutdown was simulated, the start-up checklist items were verified, and real-world tests ensured that all systems functioned according to specifications and communicated effectively via the SCADA system. Finally, spare parts were secured, training evaluations were completed, and all parties signed off on the successful start-up.

Project Management Best Practices

A company's level of customer service is defined by its ability to successfully integrate best practices into the most basic of project tasks. From meetings and communication to design development and fieldwork, AKS' best practices are integral to our project delivery process. In our 28 years as a company, the long-term working relationships that we have developed with public and private clients are a testament to the importance we place on customer-oriented results. We

hold ourselves accountable for following best practices daily in the field, in the office, and at all levels of our project team, from the project manager to the field inspector. Ensuring that the District's needs are met, our engineering construction services team will apply the following best practices to work within time and budget constraints and minimize costs, all without compromising efficiency.

In-house expertise: As a multidisciplinary firm, AKS has a number of related professions at our disposal, including civil engineering, surveying, GIS, natural resources, and more. This collaborative environment, and the ability to view a project from multiple vantage points, fosters creativity and outside-the-box thinking. Our diverse team is also able to respond quickly and tap into the skill sets of certain subject-matter experts, such as pump station engineering and design to provide our clients with a more comprehensive in-house process.

Single point of contact assigned to enhance communication: Nathan McCarty will be the District's main point of contact and will cover all tasks completed under this agreement. Assigning a single point of contact will simplify communication between the District, AKS, and other stakeholders. This ensures transparency, rapid and decisive responses to the District's needs, and a clear and singular message for our team of highly qualified professionals.

For on-call requests, Nathan will first organize a project scoping meeting with the District's project manager to discuss project goals. This meeting allows for the exchange of institutional knowledge from District staff to our team, ensuring all objectives are clearly understood. Nathan will then work on developing a detailed scope of work, including a fee estimate and project schedule. Based on the specific needs of the project, a team of engineers, construction managers, inspectors, surveyors, and field testing technicians will be swiftly assembled. Throughout the project schedule, Nathan will hold times for stakeholder workshops, District reviews, and regular (biweekly or as preferred by the District) on-site meetings with the contractor performing the work where teams will revisit expectations, review construction project schedules, work through RFIs, and resolve key project management items.

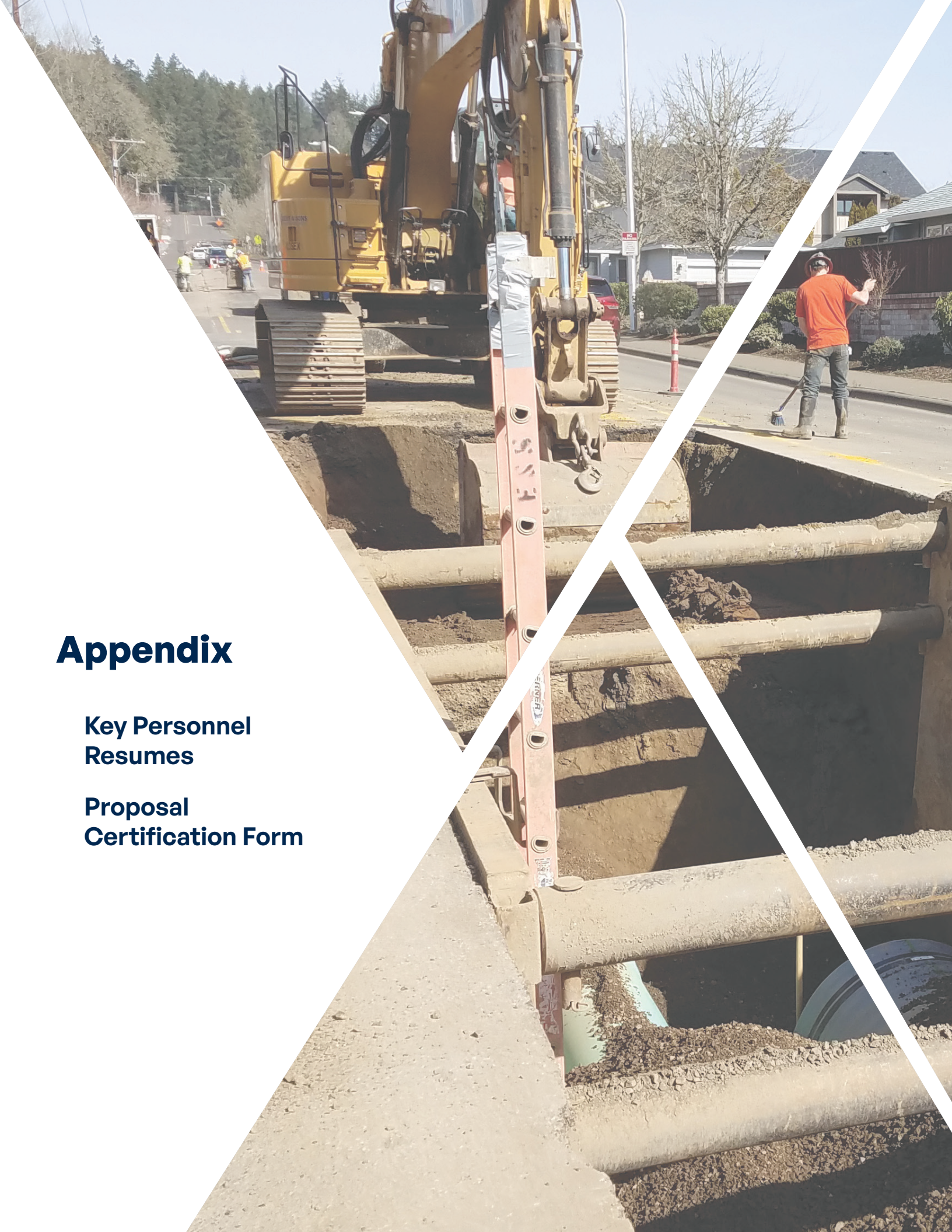
Consistency from start to finish: While the District will have a single point of contact, we believe that

it is people—not companies—that deliver projects, and the success of any task is largely dependent on the appropriate selection of personnel. Our goal is to keep a consistent team led by the project manager throughout the project's duration so that all team members have an intimate knowledge of the work and are able to respond quickly, acting in the best interest of the project and the District. The AKS team has significant experience collaborating with WES staff on numerous private projects within the jurisdiction. Our team will consist of individuals with years of experience working in the District.

Build on past successes to ensure adherence to the District's standards: With 28 years of experience providing construction support, engineering, surveying, and other professional services in the Pacific Northwest, we have attained a comprehensive understanding of methods and techniques used in the construction of a variety of project types, as well as the complexities inherent to working with government entities. Our team is very familiar with the District's standards, submittal requirements, processes, and team members.

Thorough QA/QC process: Through our years of experience, we have developed a thorough collection of checklists and QA/QC tools that our teams use to ensure high-quality project deliverables. All project deliverables will undergo a thorough review by our technical editing team and our QA/QC manager. Reviewers give feedback to the engineering construction services team for each revision to ensure high-quality work for the District. Beyond this, the entire project team holds an active role in the quality control process. We require our employees to perform a self-check before handing off deliverables for internal or external review, fostering a sense of ownership over every work product and the quality assurance process.

Exceptional responsiveness to client needs and project requests: AKS prides itself on meeting schedule deadlines and creatively and quickly responding to project opportunities and constraints. When coordinating with multiple stakeholders, responsive scheduling and problem-solving become even more important to hitting key milestones and achieving project success. Nathan and the team will be available via phone during and outside standard work hours, facilitating real-time project management. This ensures prompt responses and swift resolution of any issues, keeping the project on time and on budget.



Appendix

**Key Personnel
Resumes**

**Proposal
Certification Form**



Nathan McCarty PE, CESCL, CGCI | SENIOR ASSOCIATE PROJECT MANAGER

SUMMARY OF QUALIFICATIONS

Nathan is a seasoned construction inspector, construction manager, and project administrator with 11 years of experience with the construction of public infrastructure development, including stormwater drainage, sanitary sewer, culvert crossings, and street construction. He is involved in projects before they start to prepare for project success by enlisting his team to perform constructability and value engineering reviews, prepare the contractor bid tabulation and package, facilitate the bid reviews, and provide bid comparisons back to the client. During construction, he conducts site visits, monitors contractor's progress, tracks contractor schedules through weekly production summaries, and provides these at bi-weekly (or as the District desires) progress meetings. Nathan recognizes the importance of assisting clients with project permitting and construction start preparation, outlining the rules for the contractor at the pre-construction meeting, as well as the importance of project closeout and startup/commissioning. His construction team works closely with survey in coordination of record drawings. Nathan excels at ensuring regulatory and permitting compliance, using a project management strategy that centers around field plan review and support during construction to address project constraints and potential issues before they occur.

EDUCATION

BS, Civil Engineering,
University of Portland

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer:
Oregon (#89027PE)

Certified Erosion &
Sediment Control Lead (#
CWTA-107634782)

ODOT Certified General
Construction Inspector
(#50638)

AFFILIATIONS

American Society of Civil
Engineers

Clackamas County
Community Road Fund
Advisory Committee

Clackamas County Traffic
Safety Commission

RELEVANT EXPERIENCE

- » City of Tualatin On-Call Services,
Tualatin, OR
– Martinazzi Trunk Main Upsizing
- » City of Yamhill Engineer of Record
(EOR), Yamhill, OR
– Reservoirs to Distribution Water
Transmission Line Replacement
- » City of Milwaukie On-Call Services,
Milwaukie, OR
– 22nd Avenue & River Road Safe
Access for Everyone (SAFE) Project
– Washington Street Area
Improvements
– Meek Street Pipe Installation
- » Clackamas County Housing Authority
Veterans Village, Clackamas, OR
- » City of Troutdale Reservoir #2
Access Improvements, Troutdale, OR
- » Pacific Crest Subdivision
Development, Happy Valley, OR
- » City of Estacada, Estacada, OR
– Public Water Main Extension
– Estacada Industrial Campus
– North Estacada Trunk Sewer
Phases 1 & 2
- » City of Happy Valley SE 129th
Avenue & SE King Road Intersection
Improvements, Happy Valley, OR
- » Crossroad East, Happy Valley, OR
- » Stella Heights Planned Community
Sewer Line & Stormwater Drainage,
Happy Valley, OR
- » Pineview Meadows Stormwater
Drainage and Sanitary Sewer
improvements in SE 172nd Avenue,
Happy Valley, OR
- » Rock Creek Meadows Stormwater
Drainage and Sanitary Sewer utility
improvements, Happy Valley, OR
- » Pleasant Valley Villages, Happy
Valley, OR
- » Cereghino Farms, Clackamas
County, OR
- » Campanella Estates Phases
1–4 Sanitary Sewer Trunk Main
Extension, Estacada, OR
- » Faraday Hills, Phase 1 & 2,
Estacada, OR
- » Deer Ridge, Clackamas County, OR



Waylon Knight CGCI | SENIOR ASSOCIATE CONSTRUCTION MANAGER

SUMMARY OF QUALIFICATIONS

Waylon has 27 years of experience in contract negotiation, construction management, and underground utility construction and design. Waylon's exceptional understanding of potential challenges during construction will allow him to provide valuable feedback during design to ensure these challenges are addressed prior to utility construction. His familiarity with the needs of contractors during construction will ensure the project is kept on schedule and within the established budget. Waylon will review engineering design for constructability issues and ensure a constructable design that meets the District's needs. He uses his extensive experience coordinating construction work start up, staging, pothole efforts, and permits, ensuring the District's expectations are clearly established with the contractor prior to their start of work in order to ensure project delivery exceeds District expectations.

REGISTRATIONS/ CERTIFICATIONS

ODOT Certified General
Construction Inspector
(#51514)

ODOT Certified ADA Curb
Ramp Inspection (#51514)

HDPE Pipe Fusion Certified
Trainer

OSHA Competent Person
Certified Trainer

OSHA Confined Space
Certified Trainer

RELEVANT EXPERIENCE

- » West Slope Water District (WSWD)
Beaverton-Hillsdale Highway Water
Main Replacement, Portland, OR
- » Clean Water Services (CWS)
Brookman Sewer Main,
Sherwood, OR
- » City of Tualatin On-Call Services,
Tualatin, OR
 - Martinazzi Trunk Main Upsizing
 - 65th & Nyberg Trunk Line Sewer
Rehabilitation
 - B-Level Water Main
 - Tualatin Sherwood Road Utility
Relocation
- » City of Tigard On-Call Services,
Tigard, OR
 - Kruger Creek Stabilization Design
 - Fanno Creek Siphon Stabilization
- » City of Yamhill Engineer of Record
(EOR), Yamhill, OR
 - Azalea Street Improvements
 - E 3rd Street Water Main
Replacement
 - Reservoirs to Distribution
Transmission Main
 - N Olive Street Water Main
Extension
 - Off-Site School Water Main
Extension
- » City of Sherwood Galbreath
Drive Sanitary Sewer Extension,
Sherwood, OR
- » City of Cornelius Ginger Street
Sewer, Cornelius, OR
- » City of Cornelius 29th Avenue
Extension, Cornelius, OR
- » Yamhill-Carlton (YC) School District
YC High School Right-of-Way
Inspections, Yamhill, OR
- » City of Wilsonville Willamette River
Storm Outfalls, Wilsonville, OR
- » City of Milwaukie 22nd Avenue &
River Road Safe Access for Everyone
(SAFE) Project, Milwaukie, OR
- » Jennings Lodge, Clackamas County,
OR
- » Willamette Valley Vineyards
Oregon Route 99W (OR 99W) Road
Widening, Dundee, OR
- » Pine Ridge Culvert Replacement,
Beaverton, OR
- » Middlebrook, Sherwood, OR
- » Autumn Sunrise, Tualatin, OR
- » Reed's Crossing, Hillsboro, OR
- » Laurelwood Water Extension,
Gaston, OR
- » Crossroads, Happy Valley, OR
- » Pleasant Valley Villages, Happy
Valley, OR



Ren Smith ^{CESCL} CONSTRUCTION MANAGER

SUMMARY OF QUALIFICATIONS

Ren has devoted much of his 41-year career to municipal public works projects. He has constructed and inspected infrastructure projects involving roadways, pump stations, water lines, storm drainage, treatment, and wastewater transmission. He is a capable leader able to spot potential project issues before they become problems. He fosters collaboration with City representatives, project owners, engineers, inspectors, subcontractors, and crew members. His construction expertise includes value engineering, submittal reviews, constructability, alternative contract delivery methods, RFIs, startups, punch lists, providing creative solutions to unique challenges, change order review, pay requests, closeouts, and warranty inspections, among others.

EDUCATION

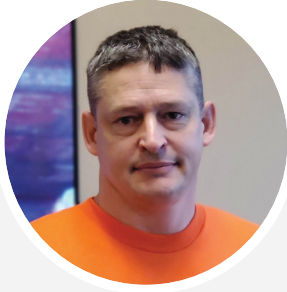
General Studies,
Oregon State University

REGISTRATIONS/ CERTIFICATIONS

Certified Erosion &
Sediment Control Lead
(#ECO-3-3272313)

RELEVANT EXPERIENCE

- » City of Salem Consultant of Record (COR) for Construction Inspection Services, Salem, OR
 - Geren Island Ozone Contact Basin
 - Lone Oak Road Water Tank & Pump Station
 - West Salem Sanitary Sewer Pump Station Upgrades
 - Whispering Heights Water Pump Station
 - Boone Road Water Pump Station Upgrade
 - Franzen Reservoir Inspections
- » City of Turner COR for Engineering Services, Turner, OR
 - Riva Ridge Water Line Improvements
 - Sanitary Sewer System
 - Lower Booster Pump Station
 - Mill Creek Levee Assessment & Bypass
- » City of Stayton W Ida Street Sanitary Sewer Replacement, Stayton, OR
- » Marion County Public Works On-Call Construction Inspection Services, Marion County, OR
- » CIP Priority 1, Phases 1 and 2 | City of Stayton, Stayton, OR
- » Shaff Square Apartments | State Investments, LLC, Stayton, OR
- » Mill Creek Park Development | City of Stayton, Stayton, OR
- » Taco Bell | ES-O-EN Management, Stayton, OR
- » Virginia Street Subdivision | Coe Properties of Oregon Stayton, OR
- » Kindle Way Street & Storm Drainage System | City of Stayton, Stayton, OR
- » Stayton Middle School Safe Routes To School (SRTS) | Marion County Public Works, Stayton, OR
- » 1100 Block Scenic View Drive | Jose Garcia Construction, Stayton, OR
- » Santiam Hospital | Anderson Dabrowski Architects, Stayton, OR
- » Sanitary Sewer Pump Station | City of Silverton, Silverton, OR
- » Wastewater Treatment Plant | City of Gervais, Gervais, OR
- » Sanitary Sewer Pump Station | City of Corvallis, Corvallis, OR
- » Sanitary Sewer Pump Station | City of Beaverton, Beaverton, OR

**EDUCATION**

AAS, Construction Management, Delaware County Community College

REGISTRATIONS/CERTIFICATIONS

Certified ODOT ADA Curb Ramp Inspector (#52055)

Certified Erosion & Sediment Control Lead (#CWT-94193561)

United States Marine Corps Veteran

Steve Salotti CESCL**CONSTRUCTION MANAGER****SUMMARY OF QUALIFICATIONS**

Steve has 27 years of experience as a construction manager, inspector, and superintendent. He specializes in transportation improvements and stormwater drainage and sanitary sewer upgrades for private and public improvement projects. His inspection experience includes roadway construction, stormwater drainage and sanitary sewer pipe installation, and stormwater facilities. He brings experience and the ability to oversee construction on all types of projects and communicate with subcontractors and owners to complete a project with the client's needs as a priority. He spends many days on-site with the project team, including contractors, clients, and relevant jurisdictions working on private projects within WES' jurisdiction.

RELEVANT EXPERIENCE

- » City of Tigard Kruger Creek Stabilization Design, Tigard, OR
- » City of Happy Valley Foxwood, Happy Valley, OR
- » Pleasant Valley Villages, Happy Valley, OR
- » Scouters Mountain, Happy Valley, OR
- » Quail Park, Clackamas County, OR
- » Robbins Place, Clackamas County, OR
- » Macadam at Tukwila, Woodburn, OR

**EDUCATION**

BS, Civil Engineering, Portland State University

REGISTRATIONS/CERTIFICATIONS

Professional Engineer: Oregon (#84917PE)

Certified Erosion & Sediment Control Lead (#2019-0033)

ODOT Certified General Construction Inspector (#52444)

ODOT Certified ADA Curb Ramp Inspection (#52444)

Nate Garity PE, CESCL, CGCI**CONSTRUCTION INSPECTOR****SUMMARY OF QUALIFICATIONS**

Nate is an AKS civil engineer and construction manager/inspector with 20 years of experience managing and inspecting construction services for transportation improvements and utility upgrades for public and private development projects. His construction inspection experience includes roadway construction, stormwater drainage and sanitary sewer utility pipe installation, stormwater facility construction, manholes and catch basins, and other related improvements. In addition to construction inspection, Nate coordinates and provides job costing and feasibility analyses, constructability plan review and value engineering, plan processing and permitting services, pre-construction meeting coordination, project punch list creation, and agency acceptance, startup/commissioning, and closeout.

RELEVANT EXPERIENCE

- » City of Wilsonville On-Call Services, Wilsonville, OR
- » City of Happy Valley On-Call Services, Happy Valley, OR
- » King's Landing, Happy Valley, OR
- » Pleasant Valley Villages, Happy Valley, OR
- » Scouters Mountain, Happy Valley, OR
- » Bald Peak Road Stream Crossing, Hillsboro, OR
- » Pineview Meadows, Happy Valley, OR
- » Rock Creek Meadows, Happy Valley, OR



REGISTRATIONS/ CERTIFICATIONS

Certified Erosion &
Sediment Control Lead
(#CWTA-93446810)

Crane Certification

Rigging & Signaling for
Cranes

OSHA Safety & Fall
Standard Forklift
Certification

Jeff Sears CESCL CONSTRUCTION INSPECTOR

SUMMARY OF QUALIFICATIONS

Jeff has over 34 years of experience in the construction industry and is well versed in overseeing construction for site work, parks, storm water and sewer systems, structural concrete, and transportation improvement projects. Prior to joining AKS, he worked on sewer and water treatment plants, providing a variety of services including running pipe crews installing up to 60-inch pipes, installing mechanical piping, performing pipe tests, and excavating for building foundations. Since joining AKS, Jeff has been providing construction inspection services for public clients.

RELEVANT EXPERIENCE

- » City of Salem Consultant of Record (COR) for Construction Inspection Services, Salem, OR
 - Geren Island Ozone Contact Basin
 - Geren Island Roughing Filter No. 2
- » City of Turner COR, Turner, OR
 - Lower Booster Pump Station
 - Turner Distribution Main Upsizing
- » Marion County Public Works On-Call Construction Inspection Services, Marion County, OR
- » City of Tualatin Martinazzi Trunk Main Upsizing, Tualatin, OR
- » City of Stayton W Ida Street Sanitary Sewer Replacement, Stayton, OR
- » Rock Creek Wastewater Treatment Plant, Hillsboro, OR



REGISTRATIONS/ CERTIFICATIONS

Certified Erosion &
Sediment Control Lead
(#CWTA-105200782)

ODOT Certified ADA Curb
Ramp Inspector (#51942)

Jacob Secor CESCL CONSTRUCTION INSPECTOR

SUMMARY OF QUALIFICATIONS

Jacob will support the construction management team and provide inspection services for Clackamas WES. His expertise includes four years of experience in the construction industry. Jacob is familiar with all aspects of the construction industry, including private and public infrastructure improvements, stormwater drainage and sanitary sewer systems. His construction inspection involvement includes roadway construction, stormwater drainage and sanitary sewer utility pipe installation, stormwater facility construction, manholes and catch basins, curbs and gutters, and other related improvements.

RELEVANT EXPERIENCE

- » City of Tualatin On-Call Construction Inspection Services, Tualatin, OR
 - 65th & Nyberg Trunk Line Sewer Rehabilitation
 - B-Level Water Main
 - Tualatin Sherwood Road Utility Relocation
- » City of Yamhill Engineer of Record (EOR), Yamhill, OR
 - E 3rd Street Water Main Replacement
- » Water System Flow Testing
- » City of Cornelius 29th Avenue Extension, Cornelius, OR
- » City of Cornelius, Cornelius Pass Bridge, Cornelius, OR
- » Portland General Electric (PGE) Tonquin Substation, Tualatin, OR
- » Tualatin Hills Park & Recreation District (THPRD) Greenway Park Area Improvements, Beaverton, OR



Dave Webb CESCL
CONSTRUCTION INSPECTOR

SUMMARY OF QUALIFICATIONS

Dave is a seasoned construction inspector with 27 years of industry experience. He provides detailed on-site observations and reports for project stakeholders, ensuring compliance with specifications and documenting work progress. His expertise includes inspecting concrete, paving, and stormwater drainage and sanitary sewer utility systems. Dave's role involves meticulous documentation through reports, photo logs, and meetings. His background includes over 20 years in concrete operations, overseeing ready-mix plants and working with various clients and contractors in the Pacific Northwest. Dave excels in managing, observing, and documenting construction processes to meet quality, timelines, and cost, balancing multiple on-site inspections effectively.

RELEVANT EXPERIENCE

- » Foxwood, Happy Valley, OR
- » Gresham Sanitary Sewer, Gresham, OR
- » Pleasant Valley Villages, Happy Valley, OR
- » Scouters Mountain, Happy Valley, OR
- » Sunnyside Self-Storage, Happy Valley, OR
- » Quail Park, Clackamas County, OR
- » Henley Place, Clackamas County, OR

EDUCATION

BA, Business Finance,
Seattle Pacific University

MS, K-8 Education,
Washington State
University Vancouver

**REGISTRATIONS/
CERTIFICATIONS**

Certified Erosion &
Sediment Control Lead
(#ECO-3-12111902)

First Aid & CPR Training



Chris Eckman
CONSTRUCTION INSPECTOR

SUMMARY OF QUALIFICATIONS

Chris is a construction inspector with 21 years of experience. As a field inspector, he is responsible for ensuring that civil construction projects adhere to plans and specifications. Chris's inspection duties include visual inspection of underground utility installation, conducting nuclear density testing, and concrete quality testing. The materials involved in testing include concrete, aggregates, native backfill, and bituminous pavement.

RELEVANT EXPERIENCE

- » Chenoweth Water Public Utility District (PUD) Engineer of Record (EOR), The Dalles, OR
 - System Intertie
 - Hostetler Street Water Line Replacement
- » Barlow Water Improvement District (BWID) Water System Improvement, Tygh Valley, OR
- » Port of The Dalles Chenoweth Creek Industrial Park, The Dalles, OR
- » Rattlesnake Road & Cottonwood Canyon Bonneville Power Administration (BPA) Substation Expansions, Gilliam County, OR
- » City of Cascade Locks Citywide Water System, Cascade Locks, OR
- » Oregon Department of Transportation (ODOT) Interstate 84 (I-84) Mosier Creek Bridge Replacement Project, Mosier, OR

EDUCATION

AAS, Electrical Engineering
Technology, ITT Technical
Institute

**REGISTRATIONS/
CERTIFICATIONS**

ODOT Certified Density
Technician (#44026)

PROPOSAL CERTIFICATION
RFP #2025-01

Submitted by: AKS Engineering & Forestry, LLC, Oregon

(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: John Christiansen

Date: 2/20/2025

Signature: _____

Title: Principal

Email: johnc@aks-eng.com

Telephone: 503-563-6151

Oregon Business Registry Number: 00905508-7

OR CCB # (if applicable): N/A

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☒ Limited Liability Company

☒ Resident Quoter, as defined in ORS 279A.120

☐ Non-Resident Quote. Resident State: _____