To request translation or disability-related accommodations, please contact us at **DTDcompliance@clackamas.us** | **503-742-4400**.

Si quiere solicitar servicios de traducción o adaptaciones para la discapacidad, contáctenos en/al **DTDcompliance@clackamas.us** | **503-742-4400**.

Чтобы запросить перевод или приспособления, связанные с инвалидностью, пожалуйста, свяжитесь с нами по:
DTDcompliance@clackamas.us | **503-742-4400**.

Щоб попросити переклад або спеціальні послуги для осіб з особливими потребами, зверніться до нас, скориставшись такими контактними даними:
DTDcompliance@clackamas.us | **503-742-4400**.

如需翻译服务或残障相关的协助，请与我们联系：
DTDcompliance@clackamas.us | **503-742-4400**。

Để yêu cầu dịch vụ dịch thuật hoặc điều chỉnh liên quan đến tình trạng khuyết tật, vui lòng liên hệ với chúng tôi qua **DTDcompliance@clackamas.us** | **503-742-4400.**

Clackamas County
www.clackamas.us

CLACKAMAS COUNTY

DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

November 12, 2026 BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of Personal Services Contract #1963 with AKS Engineering and Forestry, LLC for Land Use Application Services. Total agreement value is $156,500 through December 31, 2027. Funding is through Metro 2019 Parks and Nature Bond Local Share. No County General Funds are involved.

Previous Board Action/Review: Board of County Commissioners approval of Metro Local Share Funding agreement on 8/7/2025. Board of County Commissioners adoption of Barton Park Complex Master Plan on 12/3/2020.
Performance Clackamas: Livable Communities, Vibrant Economy
Counsel Review: Yes **Procurement Review:** Yes
Contact Person: Tom Riggs **Contact Phone:** 503-742-4345

EXECUTIVE SUMMARY: The Department of Transportation and Development County Parks program is requesting approval of a personal services contract with AKS Engineering and Forestry, LLC, for professional land use application services. This contract will provide the civil engineering and land use planning services necessary to develop and submit a land use application for Barton Park. Once submitted and approved, the land use permit will allow County Parks to begin construction of the new quarry pond expansion and other park improvements identified in the 2020 Barton Park Complex Master Plan. Phase 1 of the Barton Project Complex Master plan project includes development of water, wastewater and other utility systems, overnight cabins and camping facilities, picnic areas, regional trail access facilities, safety fencing, signage, and ecosystem restoration work.

PROCRUMENT PROCESS: Approval of this contract is requested under Oregon Administrative Rule (OAR) 137-048-0200. This OAR rule is the direct appointment procedure for consultant selection for architectural, engineering, and land surveying services, and related services contracts.

For Filing Use Only

RECOMMENDATION: Staff respectfully recommend the Board of County Commissioners approve Personal Services Contract #1963 with AKS Engineering and Forestry, LLC for land use application services.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development

CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #0000001963

This Personal Services Contract (this "Contract") is entered into between **AKS Engineering & Forestry, LLC** ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County"), acting by and through its Department of Transportation and Development.

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 **December 31, 2027.**

2. **Scope of Work.** Contractor shall provide professional **Land Use Application Services for the Barton Park Property** ("Work"), further described in **Exhibit A.**

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **One Hundred Fifty-Six Thousand Five Hundred Dollars ($156,500.00)** for accomplishing the Work required by this Contract. 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 County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County 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: Parksbilling@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 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 and Exhibit A.

7. **Contractor and County Contacts.**

Contractor Administrator: John Raugust Phone: 503-563-6151 Email: Johnr@aks-eng.com	County Administrator: Tom Riggs Phone: 503-781-3137 Email: Triggs@Clackamas.us

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. County 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 County 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 County 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 County 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 County, and its 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 County's reasonable defense costs (including reasonable attorney fees) 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 County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County 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, County 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 County 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 County 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 requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured 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 emailed to 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 occurrence, 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 claim, 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 County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County 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 Contact 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 I, Section 7. If notice is sent to County, 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 County'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 County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County 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 County may reasonably request in order to fully vest such rights in County. 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, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

13. **Representations and Warranties.** Contractor represents and warrants to County 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 County 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 County.

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, 32, 33, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County'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 County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County 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. County'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 County 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 County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

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

20. **Remedies.** If terminated by the County due to a breach by the Contractor, then the County 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 County, less any setoff to which the County is entitled.

21. **No Third Party Beneficiaries.** County 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 of 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 County nor Contractor shall be held responsible for delay or default caused by events outside the County 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 County to enforce any provision of this Contract shall not constitute a waiver by County 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 County 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 County 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. **Reserved.**

31. **Reserved.**

32. **Reserved.**

33. **Reserved.**

34. **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

10/14/26

Authorized Signature Date

JOHN RAUGUST / PRINCIPAL

Name / Title (Printed)

544082-82

Oregon Business Registry #

FLLC/Washington

Entity Type / State of Formation

Clackamas County

Signature Date

Name

Title

Approved for Legal Sufficiency:

10/26/2026

County Counsel Date

EXHIBIT A
SCOPE OF WORK

WWW.AKS-ENG.COM

AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN ROAD, SUITE 100
TUALATIN, OR 97062
(503) 563-6151

June 11, 2026

Mark Shaw
Parks Operations Supervisor
Clackamas County DTD | Parks & Forestry
150 Beavercreek Road, Oregon City, OR, 97045

RE: PROPOSAL TO PROVIDE PROFESSIONAL LAND USE APPLICATION SERVICES FOR THE BARTON PARK PROPERTY LOCATED DIRECTLY EAST OF 19009 SE BARTON PARK ROAD WITHIN UNINCORPORATED CLACKAMAS COUNTY

Dear Mark:

Thank you for requesting a proposal for professional services related to the new Barton Park Public Campground improvements located adjacent (east) of 19009 SE Barton Park Road, Boring, OR, within the Barton Park Complex Master Plan. Our proposed scope of services and estimated fee for these services is attached. This proposal has been prepared to ensure that you are provided with all the professional services necessary to prepare and submit a land use application and follow the land use entitlement process for the new park improvements through to completion. This proposal is based on the Clackamas County Pre-Application Conference (ZPAC0043-26) held on May 12, 2026, follow up meetings, coordination, research, scoping, and our experience working on similar projects in Clackamas County.

We can begin work immediately upon receiving your authorization. If you have any questions or comments, please contact me at (503) 563-6151 or johnr@aks-eng.com.

Sincerely,
AKS ENGINEERING & FORESTRY, LLC

John Raugust, PE – Principal

SCOPE OF WORK

The following list of items are services AKS will be responsible for completing. All work outlined below will be performed by or under the direct supervision of a Professional Engineer (PE), Professional Land Surveyor (PLS), Certified Planner (AICP), Professional Geotechnical Engineer (GE), or Registered Landscape Architect (RLA) licensed in the State of Oregon.

I. LAND USE ENTITLEMENT

A. PRELIMINARY CIVIL ENGINEERING SERVICES

AKS will provide preliminary civil engineering services required for the land use application as follows:

- A set of preliminary site plans for the application will be prepared and will include the following:
  - Cover sheet with vicinity and site maps
  - Existing conditions plan
  - Preliminary clearing, demolition, and erosion control plan
  - Preliminary grading plan
  - Preliminary site development plan
  - Preliminary composite utility plan
  - Preliminary aerial photo and circulation plan
- A preliminary stormwater report will be prepared in accordance with Clackamas County DTD requirements.
- A preliminary fire and life safety plan will be prepared and submitted Clackamas to County Fire District #1 for review and approval. Associated coordination with the fire district for any anticipated fire suppression infrastructure, standpipes, connections, accessways, etc.
- Coordination with a qualified septic consultant (hired by client) for the preliminary design and documentation of the subsurface sewage disposal system(s).
- Preliminary utility design for conveyance of private utilities (stormwater, potable water, sanitary sewer).
- Preliminary potable water design/strategy/coordination for the storage and delivery of potable water to the existing and new campground areas.

B. PRELIMINARY LANDSCAPE ARCHITECTURE SERVICES

Landscape architecture plans will be submitted with the land use application and will also be used for presentation purposes at the Planning Commission public hearing. AKS will provide the following preliminary landscape architecture services for the proposed site development:

- Coordinate with civil engineer and Client representatives as needed.
- Prepare a preliminary planting plan including the following:
  - Parking lot plantings, buffering/screening (if required), and other on-site landscaping in compliance with the County's design standards.
  - Planting schedule indicating location, size, quantities, botanical and common plant names.
  - Preliminary planting details and notes as needed to clarify design intent for the purposes of aiding plan review by County staff.

C. PRELIMINARY TRANSPORTATION ENGINEERING SERVICES

A traffic study will be required for this project. The extents, methods of study, and final output requirements will be determined through coordination with the Clackamas County and ODOT respective traffic contacts. It

is anticipated that AKS will provide the following preliminary traffic engineering services for the proposed site development:

- Scoping per future discussion with Christian Snuffin, Senior Traffic Engineer, Clackamas County DTD and Avi Tayar, ODOT traffic engineer.
- A review of gate data to determine the peak hours for traffic analysis.
- A Transportation Planning Rule (TPR) analysis to address the overlay zone. The TPR analysis will require a long-range forecast of traffic demand for the peak hours based on buildout of the park master plan. The assumptions about what will be included in the baseline condition will be confirmed during the scoping process. The TPR analysis will identify what, if any, improvements need to be included in the Clackamas County Transportation System Plan and recommend priorities for implementation of those improvements.
- A Transportation Impact Study (TIS) to address the proposed project. The study area for the TIS is assumed to be the same as the TPR analysis. In addition to the traffic operations analysis, the TIS will review crash history and sight distance at study intersections and conduct a warrant analysis for turn lanes and traffic control.
- Compliance with the Clackamas County Roadway Standards and the ODOT transportation impact guidelines.

Assumptions:

- Two study intersections, SE Highway 224/SE Bakers Ferry Road and SE Bakers Ferry Road/SE Barton Park Road are assumed to be included in the TPR and TIS analysis.
- Peak hours may occur on a weekday or a weekend day, but no more than three (3) peak hours are assumed to be evaluated.
- Turning movement counts will be required at two intersections with up to six (6) hours of data collection.
- Speed data will be collected on Bakers Ferry Road East of Barton Park Road for the sight distance analysis.

D. PRELIMINARY GEOTECHNICAL ENGINEERING SERVICES

Proposed Scope of Services

- Visit the site to mark (stake) intended test pit locations for utility locating purposes.
- Call the Oregon Utilities Notification Center (“one-call”) to mark the locations of public utilities within a 30-foot radius of our staked exploration locations.
- Return to the site and observe the excavation of up to twelve test pits to depths of about 10 feet below grade. The test pits will be excavated using a track-mounted excavator provided and operated by our excavation subcontractor. A member of AKS’s geotechnical staff will witness the test pit excavations, log the soils encountered in general accordance with ASTM D2488, and collect representative disturbed (grab) samples. Upon completion, the test pits will be loosely backfilled with excavation spoils.
- Perform up to two Wildcat Dynamic Cone Penetrometer (DCP) tests to evaluate in-situ soil strength to depths of up to 10 feet below ground surface (bgs).
- Perform a minimum of six infiltration tests in test pits up to maximum depths of 5, 10 and 15 feet below grade. The tests will be performed in general accordance with the 1980 EPA Falling Head Test Method or other method approved by Clackamas County. Upon completion, the infiltration test pits will be loosely backfilled with excavation spoils.

- Deliver the samples to our subcontracted testing laboratory for misc. testing, including moisture content tests (ASTM D2216), sieve tests (ASTM D1140), and Atterberg limits (plasticity) test(s) (ASTM D4318).
- Perform geotechnical analyses to determine allowable soil bearing pressure and other parameters for use in structural design of new shallow foundations, floor slabs, site retaining walls, and pavements.
- Prepare a written geotechnical report to summarize the results of our investigation, testing, and analyses. The report will include a site plan showing the locations of the completed explorations and logs of the explorations. In addition, the report will include geotechnical recommendations for site preparation and earthwork, temporary excavations, wet weather construction considerations, and geotechnical engineering recommendations for use in design of new shallow foundations, retaining walls, floor slabs, and pavements. In addition, the report will include a qualitative evaluation of seismic hazards at the site and recommendations for seismic design to meet current (2025 OSSC) requirements. The report will be stamped by an AKS Senior Geotechnical Engineer (PE/GE) licensed in Oregon.

Assumptions

- Water (spigot) is available for use during infiltration testing. AKS will furnish hoses to run to test locations.
- No environmental contamination or special considerations for soil sampling at this site.
- No geotechnical explorations will be required within the nearby public right of way (SE Barton Park Rd).
- Fieldwork is estimated to require up to two days to complete and will be performed during normal business hours (M-F, 8 a.m. to 5 p.m.)
- Client/design team are aware recommendation for seismic site classification will be based on the "default site class" outlined in Chapter 11 of ASCE 7-22. Geophysical surveys (for the purposes of calculating the average shear wave velocity in the upper 100 feet of the site) are not included in the above work scope. *In the event that refinement of the seismic site classification is desired, please contact us.*

E. PRELIMINARY ARBORIST SERVICES

Existing on-site trees will be preserved to the maximum extent practicable. Arborist services will support the preliminary site design as it pertains to existing trees to be removed/remain. Recommendation will be based solely on tree diameter. No field observation is proposed with this phase. Construction plan development for the project (post land use approval) will include a site visit and further arborist analyses/recommendations to confirm the preliminary recommendations are achievable.

F. WATER SYSTEM ANALYSIS SERVICES

Scope of Services

- **Capacity Evaluation** – Develop a water system demand for the new and existing park features to remain. Evaluate capacity of the existing wells to meet the water demand and develop sizing for storage tanks/pumps/treatment systems needed to support the park expansion.
- **Water Rights Review** – The park appears to obtain potable water from three wells. The Oregon Department of Water Resources (OWRD) database does not report any groundwater rights to the park. The wells are likely classified as exempt use commercial well and limited to 5,000-gallons per day. This task includes outlining a water rights permitting strategy if the park expansion results in a water demand exceeding 5,000 gallons per day.
- **OHA Permitting** – It appears the water supply to the park is registered under three separate Oregon Health Authority approvals. This task includes reviewing approvals and evaluating any modification needs to support the proposed park expansion.

G. LAND USE PLANNING SERVICES

Land use planning services will be provided to prepare and submit a land use application to Clackamas County. This is anticipated to include a Type III Comprehensive Plan Map Amendment and Zone Change application to apply the Special Use Overlay (SUO) District to the property, as well as a concurrent Type II Open Space Review application. Among other items not specifically listed, this effort includes performing the following tasks:

- Coordinate with the Client for all necessary supporting information from the prepared Barton Park Complex Master Plan, architectural plans (i.e., planned building elevations, floor plans, materials and façade design, etc.) and other information, etc.
- Reviewing the long-range planning efforts completed to date for the prepared Barton Park Complex Master Plan (i.e., auditing according to applicable approval criteria) and defining the County's role(s) in master planning the area.
- Producing a written project narrative addressing relevant approval criteria (Oregon Revised Statutes, Clackamas County Zoning Development Ordinance (ZDO), Clackamas County Comprehensive Plan, etc.).
- Preparing and submitting requests for the necessary County statements of feasibility (i.e., potable water, sanitary sewer, surface water management, etc.).
- Modifying the conceptual site plan, as necessary, to comply with the prepared Barton Park Complex Master Plan and applicable County and permitting agency requirements.
- Coordinating with the Client's title company to have a notification list prepared.
- Completing the required County application forms and checklists.
- Coordinating with the Client to gather necessary signatures, fees, and other materials for the land use application submittal.

The above-listed materials, together with the preliminary plans described above will be compiled, organized, dated, and prepared with a cover sheet and table of contents. A draft copy of this application package will be provided to the Client for review and comment. In addition, a copy of the completed County Development Application Form and an itemized breakdown of the request for the County application fee will be provided to the Client. Upon receiving Client comments, signed original County Development Application Form, and County application fee, the following tasks will be performed:

- The application package will be updated, finalized, and copies will be made.
- The application will be submitted to the County for processing and a copy provided to Client.
- Status updates will be provided to the Client at appropriate intervals including during the application completeness determination process, and after the public comment period.
- Acquire and review the staff report prior to the Planning Commission public hearing.
- Prepare for, attend, and present at the County's Planning Commission public hearing.
- Obtain and review the supplementary staff report prior to the Board of County Commissioners (BOCC) public hearing.
- Prepare for, attend, and present at the County's BOCC public hearing.
- The County's Notice of Decision and Staff Report (Final Order) will be reviewed with the Client.

H. NATURAL RESOURCE SERVICES – NONE INCLUDED

No natural resource services appear to be required for this land use entitlement portion of this project:

- No ponds in the project area are expected to be jurisdictional to DSL or USACE.

- There is a current DSL concurrence for the southern pond classifying it as non-jurisdictional.
- If any natural resource scope is determined to be necessary during the land use application process, additional fee and scope can be provided.

I. REIMBURSABLE EXPENSES

AKS anticipates the following reimbursable expenses:

- Mileage
- Copies
- Deliveries
- Clerical

Estimated Fees

II. Land Use Entitlement		
A.	Preliminary Civil Engineering Services	$60,000
B.	Preliminary Landscape Architecture Services	$5,000
C.	Preliminary Transportation Engineering Services	$15,000
D.	Preliminary Geotechnical Engineering Services	$15,000
E.	Preliminary Arborist Services	$2,500
F.	Water System Analysis Services	$7,500
G.	Land Use Planning Services	$45,000
H.	Natural Resource Services	None Included
I.	Reimbursable Expenses	$6,500
	TOTAL FEE:	**$156,500.00**

BASIS OF FEE AND BILLING

In consideration of performing said services, the Client agrees to compensate AKS on a percentage complete basis for the items outlined above. Invoices will be issued monthly for services provided during the prior month.

ASSUMPTIONS

- Client will provide AKS with a current title report for the property including copies of all exceptions.
- AKS has unrestricted access to the site for survey work and limited/coordinated access to the site for the geotechnical analysis/recommendations.
- Client to make AKS aware of any existing private utilities located within the limits of the survey and project area including septic tanks, distribution boxes, drain lines, ground water wells, etc.
- There are no boundary encroachment/title issues that will affect the project.
- Except as specifically described, the attached fees do not include any fees associated with building construction. This includes but is not limited to construction excise taxes, bonds, title company fees, bank loan fees, closing costs, appraisals costs, property taxes, private permit fees, lot site plans, hub and tack surveys, foundation certifications, etc.

EXCLUSIONS

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

- Variances from applicable development standards

- Easements and right-of-way negotiation/acquisition
- Off-site engineering
- Continuances, open records, appeals, variances, additional hearings, presentations, etc.
- Legal descriptions and exhibit maps for easements or right-of-way dedications
- Title company fees
- Attorney fees for preparation of required documents (CC&R, easements, agreements, etc.)
- Environmental and/or archaeological consulting
- Building design and/or architectural services
- Revisions to the site plan after authorization to proceed with final design
- Fees or bonds required by affected governmental bodies for review, filing, and submission of application, plans, and drawings